



# ORDINARY MEETING

## AGENDA

**5 MAY 2026**

*Your attendance is required at an Ordinary meeting of Council to be held in the Council Chambers, 4 Lagoon Place, Yeppoon on 5 May 2026 commencing at 9:00 AM (Development & Strategic Planning) for transaction of the enclosed business.*

Alastair Dawson  
**INTERIM CHIEF EXECUTIVE OFFICER**  
30 April 2026

Next Meeting Date: 19 May 2026

**Please note:**

In accordance with the *Local Government Regulation 2012*, please be advised that all discussion held during the meeting is recorded for the purpose of verifying the minutes. This will include any discussion involving a Councillor, staff member or a member of the public.

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## 1 OPENING

### Acknowledgement of Country

*“I would like to take this opportunity to respectfully acknowledge the Darumbal People. The traditional custodians and elders past, present and emerging of the land on which this meeting is taking place today.”*

### Opening Prayer

*Councillor Lance Warcon is scheduled to deliver an opening prayer.*

## 2 ATTENDANCE

### Members Present:

Mayor, Councillor Adam Belot  
Deputy Mayor, Councillor Pat Eastwood  
Councillor Glenda Mather  
Councillor Rhodes Watson  
Councillor Wade Rothery  
Councillor Lance Warcon  
Councillor Andrea Friend

### Officers in Attendance:

Alastair Dawson – Interim Chief Executive Officer  
Michael Kriedemann – General Manager Infrastructure  
Katrina Paterson – General Manager Communities and Environment  
Andrea Ellis – General Manager Corporate Services  
Kristy Mansfield - Chief People and Performance Officer  
Graham Scott – Project Director Blueprint Livingstone

**3 LEAVE OF ABSENCE / APOLOGIES**

Nil

**4 CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

Minutes of the Ordinary Meeting held 21 April 2026

Minutes of the Special Meeting held 23 April 2026

**5 DECLARATION OF INTEREST IN MATTERS ON THE AGENDA**

**6 DEPUTATIONS**

Nil

**7 BUSINESS ARISING OR OUTSTANDING FROM PREVIOUS MEETINGS**

Nil

**8 PRESENTATION OF PETITIONS**

Nil

**9 NOTICES OF MOTION**

Nil

**10 QUESTIONS ON NOTICE**

Nil

**11 COMMITTEE REPORTS**

Nil

**12    AUDIT, RISK AND IMPROVEMENT COMMITTEE REPORTS**

Nil

## 13 REPORTS

### 13.1 ENDORSEMENT OF RATING STRATEGY REVIEW 2026/27

<b>File No:</b>	<b>qA86231</b>
<b>Attachments:</b>	<b>1. Rating Strategy 2026/27 - 2031/32</b> <a href="#">↓</a>
<b>Responsible Officer:</b>	<b>Andrea Ellis - General Manager Corporate Services Alastair Dawson - Interim Chief Executive Officer</b>
<b>Author:</b>	<b>Priscilla Graham - Coordinator Revenue</b>

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#### SUMMARY

*Council has undertaken a comprehensive review and benchmarking of its rating structure to ensure it remains fair, equitable, transparent and aligned with Council's long-term financial sustainability objectives. An external rating review was commissioned to assess Council's current rating approach and develop a medium-term rating strategy that determines how rates are distributed across property classes and land uses, without determining the quantum of rates to be raised.*

*The review has resulted in a strategy being identified for the 2026/27 to 2031/32 term. The strategy outlines revised rating principles, differential categories and ideas and improvements to increase equity, manage the impacts of future land revaluations and support predictable revenue outcomes. Implementation of the strategy is proposed from the 2026/27 financial year, subject to Council endorsement.*

#### OFFICER'S RECOMMENDATION

THAT Council endorse the Livingstone Shire Council Rating Strategy 2026/27-2031/32, as prepared by AEC Group, for implementation from the 2026/27 financial year.

#### BACKGROUND

Council's adopted Operational Plan 2025/26 includes a commitment to review Council's rating structure to ensure it continues to reflect contemporary practices, community expectations, and Council's long-term financial sustainability objectives.

To deliver on this commitment, Council engaged AEC Group Pty Ltd to undertake an independent rating structure review, including benchmarking across comparable Queensland local governments. The review examined Council's existing rating framework, community demographics, growth and development trends, land valuation impacts, and revenue principles.

The review process included consultation with internal stakeholders, including Councillors, the Executive Leadership Team and relevant officers, to identify Council's revenue objectives, strategic priorities, and medium-term aspirations.

The resulting Rating Strategy 2026/27–2031 provides a clear, evidence-based framework to guide the distribution of general rate revenue across residential, commercial/industrial, and rural sectors over the medium term. The Strategy will inform 2026/27 budget development and support consistent, transparent rating decisions over the next five years.

#### PREVIOUS DECISIONS

There are no previous Council resolutions directly relating to the endorsement of the Livingstone Shire Council Rating Strategy 2026/27–2031.

Previous external rating reviews were completed in 2016 and 2022, with outcomes informing Council's current rating framework.

## ENGAGEMENT AND CONSULTATION

The rating strategy review included consultation with internal stakeholders, including Councillors, the Executive Leadership Team and relevant officers, to identify Council's revenue objectives, strategic priorities and future aspirations over the medium term.

The review also incorporated analysis of community demographics, and socio-economic trends, property and valuation data, current and proposed development activity, potential impacts of future land revaluations, and benchmarking against comparable Queensland local governments. This approach ensured the proposed Strategy reflects Livingstone Shire's unique characteristics, growth patterns, and community profile.

## BUDGET IMPLICATIONS

Endorsement of the Rating Strategy establishes a framework for how general rate revenue will be distributed. However, it does not determine the total amount of rates to be raised. Revenue targets will continue to be set annually through the review of Council's operational expenditure, service levels considerations and budget deliberations.

Implementation of the strategy in 2026/27 is expected to improve revenue predictability, assist with attempting to manage the land valuation impacts over time and support Council's long-term financial sustainability. Any further changes to the rating levels and strategy will be considered as part of the annual budget process currently underway.

## LEGISLATIVE CONTEXT AND LEGAL IMPLICATIONS

In accordance with Chapter 4, Part 1 of the Local Government Act 2009 and Chapter 4, Parts 4 and 5 of the Local Government Regulation 2012, Council has the authority to levy general rates, establish differential rating categories and determine rating structures.

The rating strategy has been developed to ensure compliance with legislative requirements and principles of equity and fairness in rating. There are no identified legal risks or litigation implications arising from Council's consideration of this matter.

## RISK ASSESSMENT

Without a contemporary rating strategy and structure, there is a risk that Council's rating framework may become misaligned with community expectations, growth patterns and valuation changes. This can potentially impact perceptions of some of Council's core principals; fairness, equity and financial sustainability.

Endorsing the Rating Strategy presents an opportunity to improve transparency, envisage and predict future revenue levels, and provide an equitable framework for rating distribution. Risks associated with the implementation, including future valuation impacts, will be mitigated through ongoing review, financial modelling and Council oversight as part of the annual budget process.

## CORPORATE PLAN REFERENCE

***Transparent, Accountable & Progressive Leadership***

*Sustainably manage finances, assets and resources through strong governance*

## **13.1 - ENDORSEMENT OF RATING STRATEGY REVIEW 2026/27**

### **Rating Strategy 2026/27 - 2031/32**

**Meeting Date: 5 May 2026**

**Attachment No: 1**

# Livingstone Shire Council Rating Strategy 2026/27-2031/32

Author: AEC Group  
Date: March 2026





## 1 Overview and Scope

### 1.1 Background

The Shire of Livingstone is located in Central Queensland about 40 kilometres north-east of the Rockhampton CBD and extends over 11,800 square kilometres. The Shire encompasses the main urban centre of Yeppoon, a smaller urban centre at Emy Park and numerous small towns and villages both along the coast and in the rural hinterland, including Byfield, Cawarral, Farnborough, Keppel Sands, Marlborough, Ogmoo, Stanage Bay, The Caves and Yaamba. Rural land is used mainly for cattle grazing, pineapple growing, fruit growing, forestry and mining.

The Shire is home to around 43,000 people and supports a range of industries, including retail trade, health care and social assistance, education and training, construction, accommodation and food services, public administration and safety, tourism, manufacturing and agriculture, forestry and fishing.

Livingstone Shire Council administers around \$1.4 billion in assets, with ongoing significant infrastructure investment continuing each year in response to growth. Council is responsible for providing infrastructure and services to meet the needs of the local community in perpetuity. As such, it must operate in a manner that ensures it is financially sustainable through the long term. General rates, in conjunction with separate charges, form a key component of Council's financial sustainability strategy as they account for just under 45% of annual recurrent revenue.

### 1.2 What are General Rates?

General rates are meant to fund services, facilities and activities that have broad community benefit and which cannot be funded directly through user fees and charges.

The *Local Government Act 2009* (Chapter 4, Part 1) details the applicable rating powers for Council to make and levy general rates. The *Local Government Regulation 2012* (Chapter 4, Parts 4/5) provides additional detail surrounding the ability for Council to develop differential rating categories (including whether or not the land is the principal place of residence of the owner) and to assign rateable assessments to categories, in addition to the ability for Council to determine and levy differential general rates and minimum general rates on rateable assessments (including community title lots).

Council levies general rates on rateable assessments in the Shire of Livingstone based on the statutory value of the land determined by the Queensland Department of Natural Resources, Mines and Energy (DNRME) as unimproved value for rural land and site value for all other land under the *Valuation Act 2010*. DNRME also provides land use codes for each assessment in the region and Council may use these codes as a reference point for categorisation of properties for rating purposes in addition to specific land use and/or location characteristics.

In June 2017, the then Queensland Government Department of Infrastructure, Local Government and Planning released a "*Guideline on equity and fairness in rating for Queensland local governments*" which referred to a number of principles



of equity and fairness that should be considered by Councils in setting general rates, including:

- Principle of Equity for Like Properties.
- Principle of User Pays.
- Principle of Meaningful Contribution.
- Principle of Predictability.
- Principle of Fairness.

**1.3 Objectives of the Rating Strategy**

This Rating Strategy (the Strategy) is Council's medium-term plan on how it expects to raise general rate revenue over the next five years to assist in ensuring financial sustainability. The Strategy is intended to provide a snapshot of Council's intention in distributing the rate burden across the different sectors of the economy and community, in addition to the reasons underpinning rating categories and differentials.

A comprehensive review of Council's general rating structure and levels was undertaken in 2024/25, with the outcomes used to inform this strategy. The key rating principles underpinning the development of the Strategy are outlined in the following figure.

**Figure 1. Key Rating Principles**



The amount of rate revenue to be targeted each year is not included within the Strategy. This is a decision made by Council during the annual budget process with due consideration given to the funding requirements to ensure ongoing financial sustainability.





## 2 Rating Strategy

### 2.1 General Rate Settings

The Strategy is based on:

- Residential rate differentials all being relative to the base residential rate in the dollar and the base residential minimum rate, with the base residential rating category being the first valuation band in the Residential category.
- Rural rate differentials all being relative to the base rural rate in the dollar and the base rural minimum rate, with the base rural rating category being the first valuation band in the Beef Cattle category.
- Commercial/industrial rate differentials all being relative to the base commercial/industrial rate in the dollar and the base commercial/industrial minimum rate, with the base commercial/industrial rating category being the Mainland Commercial/Low Impact Industry category.

The rate settings established as part of the Strategy are outlined in Table 1. Implementation of the Strategy's rate settings is scheduled to occur from 2026/27.



**Table 1. Rating Strategy Rate Settings**

Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
<b>RESIDENTIAL</b>			
Residential	<ul style="list-style-type: none"> <li>Treat residential properties the same irrespective of land parcel size, consolidating the previous Residential and Large Residential categories</li> <li>Have 4 valuation bands, with 50% in the 1<sup>st</sup> band, 42% in the 2<sup>nd</sup> band, 7% in the 3<sup>rd</sup> band and 1% in the 4<sup>th</sup> band, with the proportions adopted at the time of each valuation by adjusting the valuation band thresholds</li> <li>Adopt reduced rates in the dollar for the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> valuation bands to reduce the rate burden on households living in higher value residential dwellings that may be asset rich but cash poor</li> </ul>	<p><b>1<sup>st</sup> valuation band = base residential rate in the dollar</b></p> <p>2<sup>nd</sup> valuation band = 0.8 x base rate in the dollar</p> <p>3<sup>rd</sup> valuation band = 0.7 x base rate in the dollar</p> <p>4<sup>th</sup> valuation band = 0.6 x base rate in the dollar</p>	<p><b>1<sup>st</sup> valuation band = base residential minimum rate</b></p> <p>2<sup>nd</sup> valuation band = maximum rate levied on 1<sup>st</sup> valuation band</p> <p>3<sup>rd</sup> valuation band = maximum rate levied on 2<sup>nd</sup> valuation band</p> <p>4<sup>th</sup> valuation band = maximum rate levied on 3<sup>rd</sup> valuation band</p>
Strata Residential	<ul style="list-style-type: none"> <li>Have 2 area bands, set at <math>\leq 500m^2</math> and <math>&gt;500m^2</math> to distinguish larger dwellings from smaller dwellings/units</li> <li>Apply a premium to the rate in the dollar to reflect lower average valuations</li> <li>Given strata dwellings generally have a much lower average valuations than regular dwellings, apply a premium to the minimum for strata residential <math>&gt;500m^2</math></li> </ul>	1.25 x base residential rate in the dollar	<p><math>\leq 500m^2 = 1 \times</math> base residential minimum rate</p> <p><math>&gt;500m^2 = 1.75 \times</math> base residential minimum rate</p>
High Value Vacant Land	<ul style="list-style-type: none"> <li>Apply a premium to the rate in the dollar to incentivise the development of high value vacant land</li> </ul>	2 x base rate in the dollar	Nil



Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
Multi-Residential Non-Strata including Lifestyle Villages	<ul style="list-style-type: none"> <li>Have 15 categories grouping the number of dwellings/units/flats on the property at 2 (with 2 valuation bands), 3-4, 5-7, 8-9, 10-14, 15-19, 20-49, 50-99, 100-149, 150-199, 200-249, 250-299 and &gt;=300 dwellings/units/flats/independent living units (ILUs)</li> <li>Have 65% of the 2 dwellings/units/flats/ILUs category in the 1<sup>st</sup> valuation band and 35% in the 2<sup>nd</sup> valuation band, with the proportions adopted at the time of each valuation by adjusting the valuation band threshold</li> <li>Adopt a reduced rate in the dollar for the 2<sup>nd</sup> valuation band within the 2 dwellings/units/flats/ILUs category to reduce the rate burden on households living in higher value residential dwellings that may be asset rich but cash poor</li> <li>Apply increasing premiums to the rates in the dollar for greater numbers of dwellings/units/flats/ILUs to reflect relatively low average valuations on a per residence basis given multiple tenancies exist</li> <li>Apply increasing minimum rates greater numbers of dwellings/units/flats/ILUs to reflect comparable use of infrastructure and services by each residence on the property as an individually owned residence</li> </ul>	<p>2 dwellings/units/flats/ILUs 1<sup>st</sup> valuation band = 1.1 x base residential rate in the dollar</p> <p>2 dwellings/units/flats/ILUs 2<sup>nd</sup> valuation band = 1 x base residential rate in the dollar</p> <p>3-4 dwellings/units/flats/ILUs = 1.1 x base residential rate in the dollar</p> <p>5-7 dwellings/units/flats/ILUs = 1.2 x base residential rate in the dollar</p> <p>8-9 dwellings/units/flats/ILUs = 1.4 x base residential rate in the dollar</p> <p>10-14 dwellings/units/flats/ILUs = 1.6 x base residential rate in the dollar</p> <p>15-19 dwellings/units/flats/ILUs = 1.8 x base residential rate in the dollar</p> <p>20-49 dwellings/units/flats/ILUs = 2 x base residential rate in the dollar</p> <p>50-99 dwellings/units/flats/ILUs = 2.5 x base residential rate in the dollar</p> <p>100-149 dwellings/units/flats/ILUs = 2.5 x base residential rate in the dollar</p> <p>150-199 dwellings/units/flats/ILUs = 2.5 x base residential rate in the dollar</p> <p>200-249 dwellings/units/flats/ILUs = 3 x base residential rate in the dollar</p> <p>250-299 dwellings/units/flats/ILUs = 3 x base residential rate in the dollar</p> <p>&gt;=300 dwellings/units/flats/ILUs = 3 x base residential rate in the dollar</p>	<p>2 dwellings/units/flats/ILUs 1<sup>st</sup> valuation band = 1.5 x base residential minimum rate</p> <p>2 dwellings/units/flats/ILUs 2<sup>nd</sup> valuation band = maximum rate levied on 1<sup>st</sup> valuation band</p> <p>3-4 dwellings/units/flats/ILUs = 3 x base residential minimum rate</p> <p>5-7 dwellings/units/flats/ILUs = 5 x base residential minimum rate</p> <p>8-9 dwellings/units/flats/ILUs = 8 x base residential minimum rate</p> <p>10-14 dwellings/units/flats/ILUs = 10 x base residential minimum rate</p> <p>15-19 dwellings/units/flats/ILUs = 15 x base residential minimum rate</p> <p>20-49 dwellings/units/flats/ILUs = 20 x base residential minimum rate</p> <p>50-99 dwellings/units/flats/ILUs = 50 x base residential minimum rate</p> <p>100-149 dwellings/units/flats/ILUs = 100 x base residential minimum rate</p> <p>150-199 dwellings/units/flats/ILUs = 150 x base residential minimum rate</p> <p>200-249 dwellings/units/flats/ILUs = 200 x base residential minimum rate</p> <p>250-299 dwellings/units/flats/ILUs = 250 x base residential minimum rate</p> <p>&gt;=300 dwellings/units/flats/ILUs = 300 x base residential minimum rate</p>



Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
<b>COMMERCIAL / INDUSTRIAL</b>			
<b>Mainland General Commercial/ Industrial</b>	<ul style="list-style-type: none"> <li>Have a single category for general commercial/industrial, consolidating the previous Mainland Commercial/Low Impact Industry and Strata Commercial/Industrial categories</li> </ul>	<b>base commercial/industrial rate in the dollar</b>	<b>base commercial/industrial minimum rate</b>
<b>Island General Commercial/ Industrial</b>	<ul style="list-style-type: none"> <li>Apply a premium to the rate in the dollar to reflect higher Council infrastructure and service provision costs for islands versus the mainland</li> </ul>	1.1 x base commercial/ industrial rate in the dollar	1.1 x base commercial/industrial minimum rate
<b>Service Stations</b>	<ul style="list-style-type: none"> <li>Apply a premium to the rate in the dollar to reflect even greater intensity of activity and benefits derived from Council infrastructure and service provision</li> </ul>	1.2 x base commercial/ industrial rate in the dollar	1 x base commercial/industrial minimum rate
<b>Child Care</b>	<ul style="list-style-type: none"> <li>Levy the same rate in the dollar and minimum rate as mainland general commercial/ industrial</li> </ul>	1 x base commercial/ industrial rate in the dollar	1 x base commercial/ industrial minimum rate
<b>Major Tourism/ Accommodation Facilities</b>	<ul style="list-style-type: none"> <li>Apply a premium to the rate in the dollar to reflect potential increased intensity of activity and/or benefits derived from Council infrastructure and service provision</li> </ul>	1.1 x base commercial/ industrial rate in the dollar	80 x base commercial/ industrial minimum rate
<b>Marinas</b>	<ul style="list-style-type: none"> <li>Have 4 categories grouping the number of berths on the property or serviced by or adjacent to the property at &lt;100, 100-199, 200-299, &gt;=300 berths</li> <li>Adopt a higher rate in the dollar to reflect greater intensity of activity and greater capacity to generate income from the land relative to valuation</li> <li>Adopt higher minimum rates for categories with a greater number of berths to ensure an appropriate minimum contribution relative to potential intensity of activity</li> </ul>	<100 berths = 1.5 x base commercial/ industrial rate in the dollar 100-199, 200-299 and >=300 berths = 2 x base commercial/industrial rate in the dollar	<100 berths = 1 x base commercial/ industrial minimum rate 100-199 berths = 15 x base commercial/industrial minimum rate 200-299 berths = 30 x base commercial/industrial minimum rate >=300 berths = 45 x base commercial /industrial minimum rate
<b>Heavy &amp; Noxious Industry</b>	<ul style="list-style-type: none"> <li>Apply premiums to the rate in the dollar and minimum rate relative to the base residential category to reflect increased intensity of activity and benefits derived from Council infrastructure and service provision</li> </ul>	1.8 x base commercial/industrial rate in the dollar	4 x base commercial/industrial minimum rate



Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
<b>Extractive</b>	<ul style="list-style-type: none"> <li>Have 2 categories to differentiate very minor extractive activity from greater levels of potential extractive activity, differentiated by valuation</li> <li>Apply premiums to the rate in the dollar and minimum rate to reflect a greater capacity to generate income from the land relative to valuation, increased intensity of activity and greater impacts on Council infrastructure, with the minimum rate premium higher for greater levels of potential extractive activity</li> </ul>	3.4 x base commercial/industrial rate in the dollar	1 <sup>st</sup> valuation band = 2 x base commercial/industrial minimum rate 2 <sup>nd</sup> valuation band = 4 x base commercial/industrial minimum rate
<b>Large Retail</b>	<ul style="list-style-type: none"> <li>Have 3 categories grouping large retail properties based on square metres of Gross Floor Area (GFA)</li> <li>Apply increasing premiums to the rate in the dollar and minimum rate levied on larger shopping centres to reflect greater capacity to generate income from the land, increased intensity of activity and greater benefits derived from Council infrastructure and service provision</li> </ul>	400-3,000m <sup>2</sup> = 1.1 x base commercial/ industrial rate in the dollar 3,001-10,000m <sup>2</sup> = 1.6 x base commercial/industrial rate in the dollar >10,000m <sup>2</sup> = 2.1 x base commercial/ industrial rate in the dollar	400-3,000m <sup>2</sup> = 2.5 x base commercial/ industrial minimum rate 3,001-10,000m <sup>2</sup> = 20 x base commercial/industrial minimum rate >10,000m <sup>2</sup> = 120 x base commercial/ industrial minimum rate
<b>Special Uses</b>	<ul style="list-style-type: none"> <li>Apply a discount to the rate in the dollar to reflect non-commercial uses</li> </ul>	0.7 x base commercial/ industrial rate in the dollar	1 x base commercial/ industrial minimum rate
<b>Reservoir/Pump Site</b>	<ul style="list-style-type: none"> <li>Apply discounts to the rate in the dollar and minimum rate to reflect a low capacity to generate income from the land relative to valuation and very minimal activity</li> </ul>	0.5 x base commercial/ industrial rate in the dollar	0.5 x base commercial/ industrial minimum rate
<b>Other</b>	<ul style="list-style-type: none"> <li>Apply a premium to the rate in the dollar to reflect low average valuations and/or benefits derived from Council infrastructure and service provision</li> </ul>	1.5 x base commercial/ industrial rate in the dollar	1.5 x base commercial/ industrial minimum rate



Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
<b>Renewable Energy</b>	<ul style="list-style-type: none"> <li>Have 5 categories grouping Megawatts (MW) of generation capacity on the property at &lt;=25, 26-50, 51-100, 101-200, &gt;=200 MW</li> <li>Adopt a higher rate in the dollar to reflect greater capacity to generate income from the land relative to valuation, with the rate in the dollar increasing for greater MW generation capacities</li> <li>Adopt higher minimum rates for categories with greater MW generation capacities to ensure an appropriate minimum contribution relative to capacity to generate income from the land relative to valuation</li> </ul>	<=25MW = 1.5 x base commercial/industrial rate in the dollar 26-50MW = 2 x base commercial/industrial rate in the dollar 51-100MW = 2.5 x base commercial/industrial rate in the dollar 101-200MW = 3 x base commercial/industrial rate in the dollar 201-300MW = 4.5 x base commercial/industrial rate in the dollar 301-400MW = 6 x base commercial/industrial rate in the dollar >400MW = 7.5 x base commercial/industrial rate in the dollar	<=25MW = 2.5 x base commercial/industrial minimum rate 26-50MW = 12.5 x base commercial/industrial minimum rate 51-100MW = 25 x base commercial/industrial minimum rate 101-200MW = 50 x base commercial/industrial minimum rate 201-300MW = 100 x base commercial/industrial minimum rate 301-400MW = 150 x base commercial/industrial minimum rate >400MW = 200 x base commercial/industrial minimum rate
<b>RURAL</b>			
<b>Beef Cattle</b>	<ul style="list-style-type: none"> <li>Have 2 valuation bands, with around 85% of beef cattle properties in the 1st band and 15% of properties in the 2nd band</li> <li>Apply a rate in the dollar well below other non-residential uses to reflect the large property areas required for production and reduced benefits derived from Council infrastructure and service provision relative to valuation</li> <li>Apply a minimum rate that is 10% lower than general commercial/ industrial</li> </ul>	1 <sup>st</sup> valuation band = base rural rate in the dollar 2 <sup>nd</sup> valuation band = 0.9 x base rural rate in the dollar	1 <sup>st</sup> valuation band = 0.9 x base commercial/industrial minimum rate 2 <sup>nd</sup> valuation band = maximum rate levied on 1 <sup>st</sup> valuation band



Category	Categorisation and Relative Rating Level	Rate in the Dollar	Minimum Rate
<b>Other Rural</b>	<ul style="list-style-type: none"> <li>• Have a single category for other rural uses to reflect the fact that more valuable parcels generally have a greater capacity to generate income</li> <li>• Apply a rate in the dollar no lower than the 1<sup>st</sup> valuation band for beef cattle</li> <li>• Apply a minimum rate that is 10% lower than general commercial/ industrial</li> </ul>	1 x base rural rate in \$	0.9 x base commercial/industrial minimum rate

## 2.2 Rate Settings After Revaluations

The Strategy's rate settings have the capacity to ensure ongoing equity and fairness following revaluations as the multiples of the base residential, commercial/industrial rating categories can be retained following revaluations. Only the 3 base rating category rates in the dollar need to be amended to ensure that the key objects and reasons underpinning the Strategy are maintained and the revenue contributions from the 3 sectors remain appropriate.

## 2.3 Potential Opportunities for Additional General Rate Revenue

During the period of this Strategy, additional amendments may be made to the rating structure as long as the basis for the amendments are consistent with the intent of the Strategy.

Potential opportunities for additional general rate revenue that may be considered include (but are not limited to):

- Increasing the island general commercial/industrial rate in the dollar and minimum rate to 1.2 times base general commercial/industrial.
- Establishing a category for minor tourism/accommodation facilities and levying a higher rate in the dollar and minimum rate than that of base general commercial/industrial.
- Increasing the rate in the dollar for special uses to the base general commercial/industrial rate in the dollar.
- Splitting out multi-residential 3-4 and 5-7 dwellings/units/flats/ILUs into 3, 4, 5 and 6-7 dwellings/units/flats/ILUs and levying increased minimum rates on the 4, 6 and 7 dwellings/units/flats/ILUs categories (at 4, 6 and 7 times the base residential minimum rate, respectively).
- Separately categorising non-owner occupier properties and levying a premium of 20% on both the rate in the dollar and minimum rate relative to base residential (i.e. owner occupier properties).
- Separately categorising retirement villages (both for-profit and not-for-profit) without high care facilities, levying a higher rate in the dollar and increasing minimum rates for villages with greater ILUs, and/or removing or reducing concessions provided to not-for-profit retirement villages.

## 2.4 Use of Separate Charges

Separate charges may be used by Council to specific infrastructure or service provision considered to be outside of Council's normal operations (i.e. non-core activities).

At the time of preparing this Strategy, three separate charges exist, being the Road Network Separate Charge, the Natural Environment Separate Charge and the Disaster Response Separate Charge.

The intent of the Strategy is to phase out the Road Network Separate Charge and the Natural Environment Separate Charge, but to retain the Disaster Response Separate Charge.

## 2.5 Other Considerations

Other considerations relating to general rates and separate charges in the Strategy are outlined in Table 2.

**Table 2. Other Considerations**

Consideration	Application
Valuation Averaging and Rate Capping	<ul style="list-style-type: none"> <li>The general preference is to let revaluations flow through to rating outcomes unless in extreme situations</li> <li>Rate capping is the preferred mechanism to smooth out extreme impacts associated with significant revaluation outcomes and/or amendments to the rating structure</li> <li>Any rate capping should be targeted at applicable categories, be set at a rate that does not prolong smoothing over an extended period and be removed as soon as possible</li> <li>It is not envisaged that valuation averaging will be used</li> </ul>
Levy Period	<ul style="list-style-type: none"> <li>Rate notices will continue to be levied twice a year</li> </ul>
Payment Period	<ul style="list-style-type: none"> <li>The payment period will remain at 30 days</li> </ul>
Discount	<ul style="list-style-type: none"> <li>Discount of 10% will continue to apply to general rates</li> <li>No discount will continue to apply to separate charges</li> </ul>
Interest on Overdue Rates	<ul style="list-style-type: none"> <li>Interest on overdue rates will be set at 10% or the maximum allowable rate, whichever is the lesser</li> </ul>

## 3 Rating Strategy Review

The Strategy and its rate settings should be reviewed and refined every 5 years to ensure alignment with Council's overarching goals and adaptability to evolving circumstances. This process critically evaluates the Strategy's ongoing effectiveness and allows for the identification of potential opportunities for improvement.

Key areas of focus in futures reviews will be continued alignment with the key rating principles, the ongoing appropriateness of rating categories to meet desired outcomes and consideration of the effectiveness in ensuring the rate burden is appropriate distributed across the economy and community.

This iterative review and refinement process ensures the Strategy remains dynamic, forward-looking, and capable of delivering sustainable outcomes that align with both Council's goals and community expectations.

---

**13.2 QUEENSLAND AUDIT OFFICE AUDIT DECISION REVIEW**

<b>File No:</b>	<b>fA2206</b>
<b>Attachments:</b>	<b>1. 2025 Revised Final management report issue</b> <a href="#">↓</a>
<b>Responsible Officer:</b>	<b>Alastair Dawson - Interim Chief Executive Officer</b>
<b>Author:</b>	<b>Alastair Dawson - Interim Chief Executive Officer</b>

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**SUMMARY**

*Following a recent Queensland Audit Office finding of a serious Deficiency in Council operations, Council resolved to appeal the decision and request a review.*

*The review, completed by Deputy Auditor General Patrick Flemming, has been completed and has returned an improved position to council based on additional evidence provided by Council. The following report outlines the review and seeks endorsement of a management response to close the matter with the Queensland Audit Office.*

**OFFICER'S RECOMMENDATION**

THAT Council accepts the Queensland Audit Offices revised report, acknowledging the finding and accepting the revised position of the QAO, with an appropriate Management response which also outlines further improvements made to Council's decision making that further satisfies the new finding.

**BACKGROUND**

The Queensland Audit Office's (QAO) Closing Report for Livingstone Shire Council, dated 13 October 2025, included a Significant Deficiency 25CR-1 *Non-Compliance with Local Government Regulation and Procurement Policy Requirements*. The issue was subsequently included in the final management letter issued to council on 17 October 2025 and tabled at the Council meeting on 27 October 2025.

At the time, the Audit, relying on information provided to it at its request, formed the view that Council had ignored its processes and hadn't provided sufficient justification for stepping outside of the adopted process to secure the contractor.

A serious Deficiency finding is not often given in government and is a signal by the Audit Office that serious deficiencies in processes have been undertaken, which, if left unchecked could lead to corrupt practices of councils further down the line.

At the time of the finding, both Council's independent Audit Committee and Council proper expressed concern about the finding and recommended that Council consider requesting a review of the finding.

Subsequently, Council's CEO, wrote to the Auditor General seeking a review of the finding, specifically the Serious Deficiency finding, to which the Queensland Audit Office quickly responded and provided assurance of undertaking a review.

Mr Patrick Flemming, the Deputy Auditor General oversaw the review and, in doing so, met with the Mayor and CEO in Livingstone to better understand Council's concerns about the finding.

As Councillors will be aware, Council's decision was made, based on a reliance on independent legal advice and reliance on interpretation of the Act. It believed, at the time, that it had acted appropriately, though acknowledged some minor elements of reporting or documentation provision could have been better. Notably, Councillors have expressed the view on several occasions, that they were concerned the legal advice wasn't provided to the Queensland Audit office, as this would have influenced a more reasonable outcome in the first instance.

The Audit Officer requested additional information, including the legal advice and correspondence pertaining to that legal advice as part of its review of the finding.

Subsequently, a revised position has recently been communicated to Council, which downgrades the Serious deficiency to a deficiency level. In particular, the Audit office cited that Council could have more clearly identified their the resolutions and supporting documentation, which aspect of Section 235 of the Local Government Regulation it was relying on.

Management accepts that its communication of reasons for decisions could have been more clear in the issue of the appointment of the contractor in 2025 and, as part of its response, Management would likely indicate to the Queensland Audit Office a commitment to ensure appropriate documentation of decision made are reflected in resolutions

### **PREVIOUS DECISIONS**

Council, at its meeting of 1 December 2025 noted the QAO's Findings and AralC's recommendations about appealing the decision, advising the CEO to test the findings with the QAO.

### **ENGAGEMENT AND CONSULTATION**

Council engaged with its Audit Risk and Improvement Committee in the exploration of this appeal prior to launching the appeal.

### **BUDGET IMPLICATIONS**

Nil

### **LEGISLATIVE CONTEXT AND LEGAL IMPLICATIONS**

Pursuant to Section 54 of the Auditor General Act 2009, the Auditor General has carried out the review of its findings against Council, particularly in relation to decisions made by Council on a procurement matter under Section 213 of the Local Government Regulation 2012.

The reviewed finding removes a serious Deficiency finding against Council, replacing it with a minor Deficiency finding.

### **RISK ASSESSMENT**

Council's actions to request a review was undertaken as a risk management exercise against reputational damage, noting serious deficiencies are serious findings which can have serious reputational consequences for Council. Council's risk appetite for reputation is balanced, which means it has a higher threshold than many organisations on reputation risk. However, a serious deficiency would have been higher than Council's tolerance level, which necessitate the action to appeal.

### **CORPORATE PLAN REFERENCE**

***Transparent, Accountable & Progressive Leadership***

*Responsive, accessible and high-quality services that address the evolving needs of residents and businesses*

## **13.2 - QUEENSLAND AUDIT OFFICE AUDIT DECISION REVIEW**

### **2025 Revised Final management report issue**

**Meeting Date: 5 May 2026**

**Attachment No: 1**



2025 REVISED FINAL MANAGEMENT REPORT ISSUE

## Livingstone Shire Council

XX April 2026



DRAFT

OFFICIAL



Councillor A Belot  
Mayor  
Livingstone Shire Council  
PO Box 2292  
Yeppoon Qld 4703

[Adam.Belot@livingstone.qld.gov.au](mailto:Adam.Belot@livingstone.qld.gov.au)

Dear Councillor Belot

**Revised final management report issue for Livingstone Shire Council**

The Queensland Audit Office's (QAO) Closing Report for Livingstone Shire Council, dated 13 October 2025, included a Significant Deficiency 25CR-1 *Non-Compliance with Local Government Regulation and Procurement Policy Requirements*. The issue was subsequently included in the final management letter issued to you on 17 October 2025 and tabled at the Council meeting on 27 October 2025.

In January 2026 the Interim CEO wrote to the Auditor-General expressing concerns with the significant deficiency and requested that QAO reconsider this issue. I appreciated the opportunity to meet with yourself and the Interim CEO, and your assistance in providing additional information and context on this matter.

After reviewing the issue against all available information, including additional information provided by the Interim CEO which was not previously provided to the audit team, we have withdrawn the original significant deficiency. However, based on our assessment of all information, we believe that Council could have better documented its decision-making processes supporting the appointment and subsequent extensions of the strategic development consultant. Accordingly, we have attached a revised control deficiency which replaces the previous significant deficiency raised in the Closing Report and final management letter.

In accordance with section 213 of the *Local Government Regulation 2012*, this letter, and attached appendix, should be considered an Auditor-General's observation report prepared under section 54 of the *Auditor-General Act 2009* and presented at the Council's next ordinary meeting.

If you have any questions about this report or would like to discuss any matters regarding our services and engagement, please do not hesitate to contact me on 3149 6041.

Yours sincerely

P Flemming  
Deputy Auditor-General

cc: Mr A Dawson, Interim Chief Executive Officer  
Mr P Sheville, Chair of the Audit, Risk and Improvement Committee

Queensland Audit Office  
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Web [www.qao.qld.gov.au](http://www.qao.qld.gov.au)  
 Queensland Audit Office (QAO)

OFFICIAL

2025 Revised final management report issue

## Appendix – Revised internal control issue

### Revised internal control issues

This section includes a revised control deficiency replacing Significant Deficiency 25CR-1 *Non-Compliance with Local Government Regulation and Procurement Policy Requirements* included in our closing report, dated 13 October 2025, and the final management letter dated 17 October 2025. The previous significant deficiency is officially withdrawn.

A deficiency is an internal control weakness that management is expected to address promptly to prevent misstatements or non-compliance. For more information and detail on our rating definitions, please see the webpage here: [www.qao.qld.gov.au/information-internal-controls](http://www.qao.qld.gov.au/information-internal-controls) or scan the QR code. Our risk ratings are as follows.

**D**

### Deficiency

#### 25CR-1 Supporting documentation for exemptions granted under the Local Government Regulation 2012 should be enhanced

##### Background

The Livingstone Shire Council's procurement framework is based on 5 contracting principles:

1. value for money
2. open and effective competition
3. development of competitive local business and industry
4. environmental protection
5. ethical behaviour and fair dealing

These reflect the sound contracting principles that all councils must have regard to under section 104 of the *Local Government Act 2009*.

Under the Local Government Regulation 2012 (the Regulation) councils are required to invite written quotes before entering a medium-sized contractual arrangement. For a large-sized contractual arrangement the Regulation requires councils to invite written tenders for the contract.

However, the Regulation provides for circumstances where councils may enter a medium or large sized contractual arrangement without first inviting written quotes or tenders. This includes where a council resolves under section 235 of the Regulation that:

- (a) it is satisfied that there is only 1 supplier who is reasonably available; or
- (b) because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders.

For contracts prior to 1 July 2026, the minimum amounts for medium and large sized contractual arrangements were \$21,000 and \$280,000 respectively.

## OFFICIAL

## 2025 Revised final management report issue

**Observation**

In July 2024, Council engaged a strategic development consultant for short-term planning and development projects for 13 weeks at \$66,300 (excl. GST). The contract was subsequently extended twice, each for an additional 26 weeks at \$166,750. This contract was awarded, and subsequently extended, without Council inviting written quotes or tenders. In doing so, Council relied on resolutions passed under section 235 of the Regulation.

**Awarding of initial contract**

For the initial contract, a resolution was passed in accordance with section 235 of the Regulation stating Council was satisfied that:

*'there was only one supplier reasonably available to it for the provision of strategic development consultancy services due to the unique combination of professional expertise and local background knowledge sought and that it would be disadvantageous to invite quotes or tenders.'*

This resolution reflects a combination of the requirements of subsections 235(a) and 235(b) of the Regulation. Information tabled in Council supporting the resolution outlined the expertise and knowledge of the consultant. It did not, however, demonstrate how Council satisfied itself there was only one supplier reasonably available to Council for these services, for example, market analysis identifying that there were no other available suppliers.

Under the Regulation, Council did not need to satisfy itself that both elements were met. It was sufficient that Council was satisfied that either of the 2 elements were satisfied:

- (a) only 1 supplier was reasonably available; or
- (b) because of the specialised nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders.

While we are satisfied that this did not invalidate the resolution or the contract, Council could have more clearly identified in the resolution and supporting documentation which aspect of section 235 of the Regulation it was relying on.

**First contract extension**

On 20 August 2024, Council passed a further resolution authorising the interim CEO to extend the contract by 6 months to facilitate short term planning projects underway. The resolution did not specifically state that it was made under section 235 of the Regulation. However, the paper tabled in council supporting the resolution referred to the previous resolution made under section 235 of the Regulation and referenced section 235 of the Regulation under the Legislative Context area.

In drafting the resolution, Council should have more clearly articulated that the resolution was made under section 235 of the Regulation. However, we are satisfied that this did not invalidate the resolution or the contract extension.

**Second contract extension**

At a special council meeting on 30 July 2025, a resolution was passed supporting the further and final extension of the contract. This resolution identified that it was made in accordance with section 235(b) of the Regulation stating that council was satisfied that:

*"there was only one suitable supplier reasonably available to it for the provision of strategic development consultancy services due to the unique combination of professional expertise, local regional experience and knowledge and Local Government advocacy and engagement experience and as such sought it would disadvantageous to invite quotes or tenders for the consultancy arrangement."*

We are satisfied that the wording of the resolution is consistent with the requirements of section 235(b) of the Regulation, although under section 235(b) Council did not need to satisfy itself there was only one suitable supplier reasonably available to it.

However, the resolution also identified that Council 'ratified' the CEO's decision to extend the consultancy services for a fixed term of no more than 6 months. This indicates that the contract was extended prior to Council passing the resolution.

As a resolution under section 235 of the Regulation allows a contract to be entered without first inviting written quotes or tenders, it should be passed before the contract is entered into. Again, we are satisfied that this did not invalidate the extension.

## OFFICIAL

## 2025 Revised final management report issue

**Demonstrated compliance with Council's contracting principles**

Exemptions granted under section 235 of the Regulation only relate to the requirements for first inviting written quotes or tenders. They should not be seen as also overriding the other requirements of Council's procurement principles, including obtaining value for money. There was no evidence provided to QAO to demonstrate how Council assessed each procurement decision against each of the 5 contracting principles on which its procurement framework is based.

**Implication**

While Council has authority to pass resolutions under section 235 of the Regulation, the use of the resolutions should be carefully considered and appropriately documented to demonstrate why the resolution is required. This supports the Council's stewardship over council operations and the appropriate use of its resources. Without clear documentation, concerns may be raised, whether real or perceived, that procurement processes adopted were not fair or transparent.

Ensuring there is appropriate documentation supporting key procurement decisions is important to demonstrate how Council has:

- satisfied itself that requirements under section 235 of the Regulation were met
- assessed the procurement against the 5 sound contracting principles contained in Council's own procurement framework and the Local Government Act including how the procurement represents value for money.

**QAO recommendation**

We recommend that Council review its current procurement policies to ensure they provide sufficient guidance on:

- determining when it is appropriate for Council to make a resolution providing an exemption from first inviting written quotes and/or tenders under section 235 of the Regulation
- drafting resolutions for consideration by Council recommending that an exemption be approved under section 235 of the Regulation, including clearly identifying which element of section 235 is being relied on
- the level and type of documentation required to support resolutions made under section 235, including key considerations to be assessed for each of the relevant elements under section 235 of the Regulation
- how the 5 contracting principles identified in Council's procurement framework, including value for money, should be assessed and documented when it is intended to seek an exemption from first inviting written quotes and/or tenders under section 235 of the Regulation.

**Management response****XXXX**Responsible officer: **XXXX**Status: **Resolved/Resolved pending audit clearance/Work in progress**Action date: **DD Month YYYY**



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**13.3 CREATION OF A COMMITTEE OF THE WHOLE TO OVERSIGHT BLUEPRINT LIVINGSTONE**

<b>File No:</b>	<b>fA2206</b>
<b>Attachments:</b>	<b>Nil</b>
<b>Responsible Officer:</b>	<b>Alastair Dawson - Interim Chief Executive Officer</b>
<b>Author:</b>	<b>Alastair Dawson - Interim Chief Executive Officer</b>

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**SUMMARY**

*The biggest current challenge facing Livingstone Shire over the coming decade is the unintended impacts of growth, both planned and unplanned. Blueprint Livingstone was created as a significant project during a major restructure of the organisation to lead the planning and implementation of key growth activity over the next five years.*

*This report proposes a new Committee of the Whole of Council to meet every two months to consider key strategic actions of the BL initiative.*

**OFFICER'S RECOMMENDATION**

THAT Council resolve to Establish a Committee of the Whole, to meet every two months, to review Progress of Blueprint Livingstone and to Coordinate Strategic Development of the Project; and

THAT The Committee of the whole be delegate full decisions making authority consistent with the powers of an Ordinary Council Meeting.

**BACKGROUND**

In late 2024 following the Local Government elections the idea of a major change in focus to manage the rapid growth of the region was formed. This creation of a project, which became known as Blueprint Livingstone, built upon a strategy already written by Council but which had lacked the necessary resources to formally establish and operate.

After considerable deliberation debate, and a couple of Chief Executive Officers (CEO's), a restructure resulted in the formal creation of the Project Blueprint Livingstone, with a dedicated office responsible for the development and initiation of specific targeted growth initiatives for the region.

Currently the Project, which is headed by an Executive reporting directly to the CEO, is overseen by a Project Oversight Group, chaired by the CEO and resourced by the Project Director Blueprint, the General Manager Infrastructure, the General Manager Communities and the General Manager Corporate.

The intent of the Project Oversight Group is to have a formal sign off for major new initiatives (noting the CEO is ultimately responsible for that exercise in any event), and to monitor delivery of the growing range of projects being delivered.

The Project Oversight group has an operating Brief but is currently still a work in progress, given the assertive nature of the project and the speed with which it often operates to deliver results. That is currently a risk for the project, which is being managed by constantly working toward improving the governance (without impeding speed of activity).

However, as the most recent example of the submissions for the Residential Activation Fund mark 2 round of grants demonstrated, opportunities come along which may regularly need higher levels of oversight from Council. The Blueprint Project is unequivocally the most important single project that Council is delivering over the next five years. It will shape the destination of Livingstone Shire for decades to come and its success will create an enhanced community that meets Council's vision for a prosperous region where families, business and future generations will be want to be.

During the recent protracted round of CEO interviews, a number of the candidates, ventured the view that they would form a special Committee of Council to overview and manage the strategic direction of Blueprint and execution of the multiple sub-projects it has already commenced as part of its brief.

Having reflected on that, and the importance of elected members both being involved in the strategic positioning of Blueprint and its successful delivery, and following discussions with the Mayor, the CEO has determined that the suggestion is one which has significant merit. It would most likely enhance the value of the Major Project (which has multiple strands), and ensure Councillors have greater visibility of each of the different and evolving elements of Blueprint, to which Councillors are ultimately accountable to ratepayers for.

Therefore, it is proposed that a Committee of the Whole, whose membership would consist of all Councillors, is formed, to meet once every two months, to specifically consider matter specifically for Blueprint initiative. No other business would be carried out at the Committee of the whole and its main purpose as a committee will be to:

1. Receive regular updates on all key sub-Project deliverables of the BL initiative
2. Sign off on new Major projects which are approved through the Project Control Group
3. Monitor Budget implications of the project
4. Deliberate on community and public Advocacy of Blueprint at a strategic level

In short, the purpose of the Committee will be to receive and deliberate on reports which provide confidence about the timely and cost-effective progress of the Blueprint Livingstone Initiative.

Where urgency is required for larger decision of the Project, special meetings can be called of Council, as per Council's Standing Orders, and where timing is critical, Blueprint Initiative Decisions can be referred directly to Ordinary meetings, as can all matters of Council generally. However, it is believed that having a focused Committee of the whole, where the only topic of conversation is the Blueprint Initiative, would be helpful in ensuring Councilor's are adequately informed and have the ability to engage in discussion or debate about the initiative's strategic direction.

Meetings are generally expected to be shorter than most ordinary meetings and the initiative would probably only replace a briefing session every two months (so is not expected to be an extra impost on Councillor time).

As with all Council meetings, the Committee of the Whole will be supported by the CEO's Executive Support Group, though coordinated through the Blueprint Livingstone Project Group.

### **PREVIOUS DECISIONS**

Nil

### **ENGAGEMENT AND CONSULTATION**

Consultation has been undertaken internally

### **BUDGET IMPLICATIONS**

The Blueprint Livingstone Initiative is already budgeted for as a major Project Initiative of Council and so no additional funding implications are expected as a consequence of the formation of the Committee, other than executive support which will replace realigned Operations elsewhere

### **LEGISLATIVE CONTEXT AND LEGAL IMPLICATIONS**

The *Local Government Act 2009*, the *Local Government Regulations 2012*, and Council's *Meeting Procedures Policy (statutory Policy) amended 2024*, prescribe the ability of Council to form Committees for the conduct of Council business and the format by which the Committee operates. The Blueprint Livingstone Committee of the Whole, which should be

delegated full authority for decision making consistent with the Ordinary meeting of Council, will follow the procedures as dictated by the Meeting Procedures Policy.

### **RISK ASSESSMENT**

Risk assessments have been carried out previously regarding the overall Blueprint Livingstone project, which address the inability of council to strategically plan and execute growth management strategies for the region. These are often considered critical risks which can only be mitigated through careful planning and execution of targeted growth strategies.

One of the bigger risks identified for the Blueprint Livingstone Project is the speed with which it moves, by comparison with traditional Council initiatives, requires a better standard of governance to ensure appropriate public Sector accountabilities are not breached. This area is a current work in progress for the Project and, aligned to a Project Control Group to oversight all major project initiation and performance, the creation of an additional governance layer, via a Committee of the Whole, will ensure an additional layer of governance and communication with elected members that enhances rather than detracts from good governance and process. Whilst one of the identified risks of creating an additional oversight mechanism, such as a committee of the whole, could be the unintended slowing down of some projects, it is unlikely that this will transpire, given the ability of council officers to refer urgent business directly to Ordinary Council meetings.

### **CORPORATE PLAN REFERENCE**

***Transparent, Accountable & Progressive Leadership***

*Sustainably manage finances, assets and resources through strong governance*

**13.4 D-174-2015 DRAFT INFRASTRUCTURE AGREEMENT FOR BELMONT SANDS QUARRY****File No:** D-174-2015**Attachments:**

1. [Locality Plan](#)
2. [Amended Proposal Plans](#)
3. [Draft Infrastructure Agreement](#)
4. [Road Section Plan](#)
5. [Construction Cost Estimate](#)

**Responsible Officer:** Shari Rankin - Coordinator Development Assessment  
Greg Abbotts - Manager Planning and Development  
Katrina Paterson - General Manager Communities and Environment  
Alastair Dawson - Interim Chief Executive Officer**Author:** Jenna Davies - Principal Planning Officer

---

**SUMMARY**

SLR Consulting Australia Pty Ltd on behalf of their client, Belmont Sands Pty Ltd, have made representations to Council seeking to enter into an Infrastructure Agreement for road works and road maintenance agreement payments to Council, in relation to Material Change of Use for an Extractive industry, located at Lot 2, Lot 3, Lot 5, Lot 6, Lot 8, Lot 10, Lot 118 and Lot 2197 Meldrum Road and 887 Etna Creek Road, Etna Creek (Lot 8 RP601603, Lot 5 RP601603, Lot 10 SS142291, Lot 6 RP601603, Lot 3 RP601603, Lot 2197 LIV40813, Lot 118 LN284, Lot 2 RP610451).

**OFFICER'S RECOMMENDATION**

THAT Council resolve to enter into an Infrastructure Agreement with the applicant, on the basis the agreement has been negotiated in good faith and results in a reasonable outcome to ensure fit for purpose road works, staged according to demand increase.

**BACKGROUND**

Council, at the Ordinary Meeting of 17 July 2018, approved a Development Permit for a Material Change of Use for Extractive Industry over Lot 5, Lot 6, Lot 8 and Lot 10 Meldrum Road and 887 Etna Creek Road, Etna Creek. The approval allows for the establishment of the Belmont Sands Quarry which will involve extraction of sand and gravel including screening, washing, stockpiling and transportation of material off site.

On 16 February 2021, Council approved an Other change to the original development approval. The change resulted in the inclusion of additional parcels of land, being Lot 2 RP610451, Lot 118 LN284 and Lot 2197 LIV40813, for the purpose of establishing part of the haul route through private property thereby reducing the extent of Etna Creek Road used for haulage activities.

Etna Creek Road is a Council controlled road, approximately 8.65 kilometres in length and displaying varied formation, pavement width and quality. The existing condition of the road and associated drainage infrastructure demonstrates poor quality; however, at the time of assessment of the Other change application in February 2021, Council considered that the road was adequately servicing the needs of the existing community. Conditions were imposed on both the original development approval and the change approval requiring Etna Creek Road to be designed and constructed to a satisfactory standard to accommodate the traffic impacts generated by the extractive industry prior to the commencement of the quarry operations. The conditions of approval are based on a Road Section Plan (refer to Attachment 3), which labelled sections of Etna Creek Road as A – D. Conditions 4.3 and 4.4 of the changed approval refer to the approved Road Section Plan and identify the standard that each section of Etna Creek Road must be upgraded to, prior to the use commencing.

As part of ongoing negotiations in 2024, Council identified that works were proposed to upgrade one section (Section C) of Etna Creek Road. The applicant sought to cost share the upgrade works to not have to upgrade a newly upgraded section of Etna Creek Road prior to commencement of use. Further, the applicant also proposed to stage the upgrading of Etna Creek Road to align with the growth of the quarry over time, and maintenance of the road be paid for through a road maintenance agreement. This will allow the quarry to commence operations up to 200,000 tonnes per annum.

Council is unable to condition the applicant enter into an infrastructure agreement, and Council is not agreeing that the works are trunk infrastructure, therefore the applicant has requested, through the current change application process, an Infrastructure Agreement be entered into in accordance with section 67 of the *Planning Act 2016*.

Council has negotiated in good faith and presents the attached draft infrastructure agreement which provides for:

1. Section C – cost sharing to upgrade section C of road for extraction up to 200,000 tonnes per annum. This work is planned to be commenced in April 2026 by Council.  
The works beyond 200,001 tonnes per annum are at the applicant/owners own cost.
2. Section A and B – road maintenance agreement. The development will pay a road maintenance amount to Council depending on the usage of the road, until such time the volume of extraction exceeds 200,000 tonnes per annum or by 1 January 2035 – whichever is the sooner, or at a time Council determines (in consultation with the applicant/owner) the road condition has deteriorated beyond ongoing maintenance.
3. Section D – this section is at the applicant/owners own cost.

The Infrastructure Agreement has been negotiated in good faith and does not leave Council financially exposed.

The estimated cost for section C is \$2,016,954.00 and Belmont Sands is expected to cover 57 percent or \$1,129,494.00 (see attachment 5).

The agreement will form part of the decision notice and attaches to the land. It will facilitate a suitable, staged outcome for the upgrade and maintenance works for Etna Creek Road and allow for the quarry to commence the use prior to outlaying the cost for the full road works for extraction up to 1,000,000 tonnes per annum.

### **PREVIOUS DECISIONS**

The subject application was approved by Council on 17 July 2018 and the Other Change application on 16 February 2021.

### **ENGAGEMENT AND CONSULTATION**

There has been consultation with the Development Assessment team and Construction and Maintenance team in relation to this matter.

### **BUDGET IMPLICATIONS**

Should Council decide to support entering into the agreement, Etna Creek Road will be upgraded above the standard level of service required by Council, with the costs apportioned between the applicant and Council.

### **LEGISLATIVE CONTEXT AND LEGAL IMPLICATIONS**

The consideration of this request is pursuant to the *Planning Act 2016* and the *Local Government Act 2009*.

The Infrastructure Agreement terms has been negotiated in good faith in accordance with section 151 of the *Planning Act 2016*.

Further, there is no risk to Council should it not agree to enter into the agreement as any road works required as a result of a development, are at the developer's cost.

**RISK ASSESSMENT**

The applicant was advised the drafting of the Infrastructure Agreement was at the cost of the developer. Contractual risk is managed through the clauses of the Infrastructure Agreement.

**CORPORATE PLAN REFERENCE**

*Vibrant Culture & Healthy Community*

*Deliver well planned, efficient, safe and sustainable transport network*

**CONCLUSION**

In relation to the request to stage the road works and enter into an infrastructure agreement for a contribution to road works, officers have considered the request by the applicant and support entering into an Infrastructure Agreement, as per the draft agreement attached to this report. The percentages covered by the applicant and council are appropriate and adequate to cover the cost of the road works from what is anticipated by Council for maintenance and upgrades, and what is required by the development.

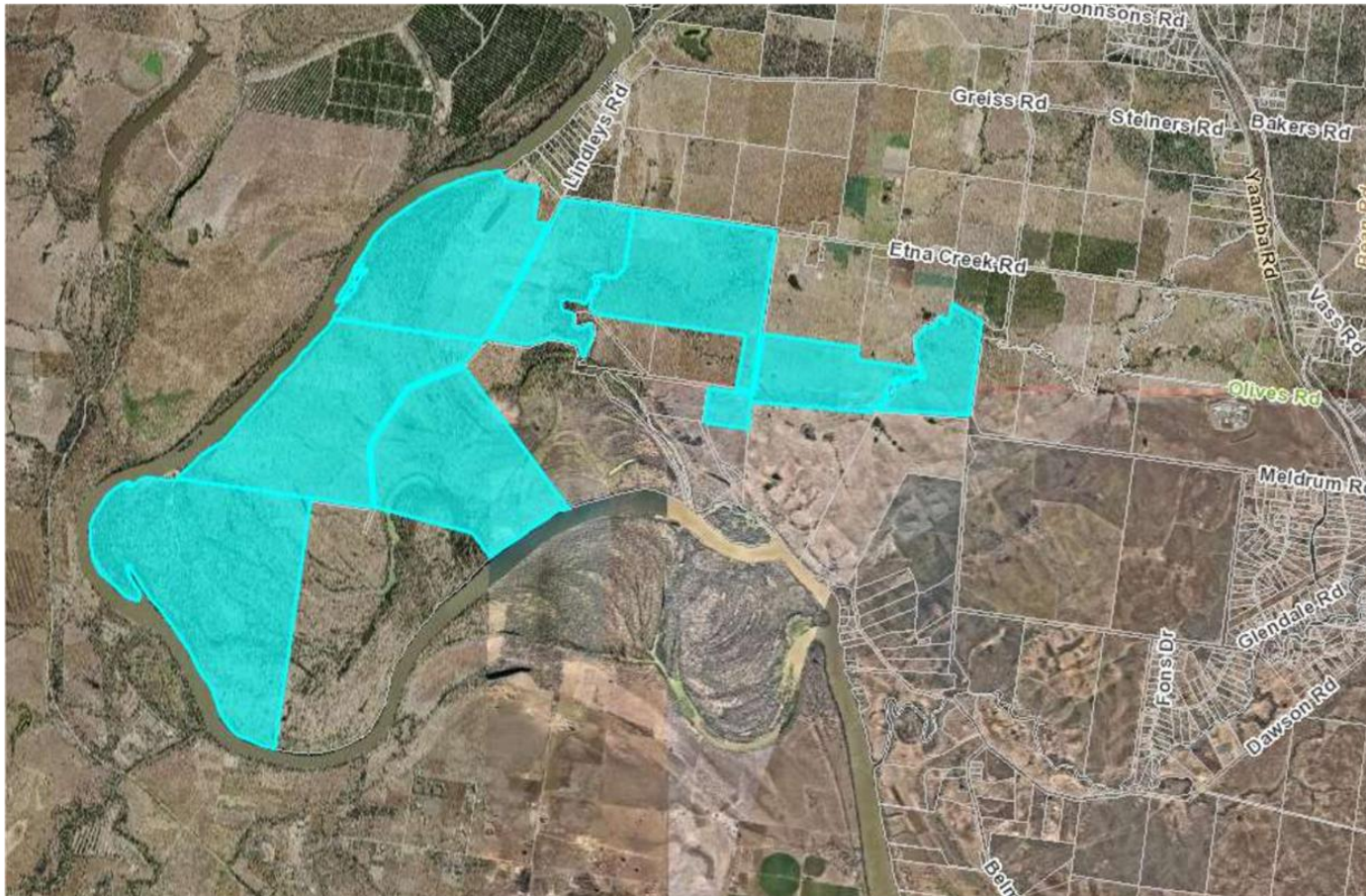
**13.4 - D-174-2015 DRAFT  
INFRASTRUCTURE AGREEMENT FOR  
BELMONT SANDS QUARRY**

**Locality Plan**

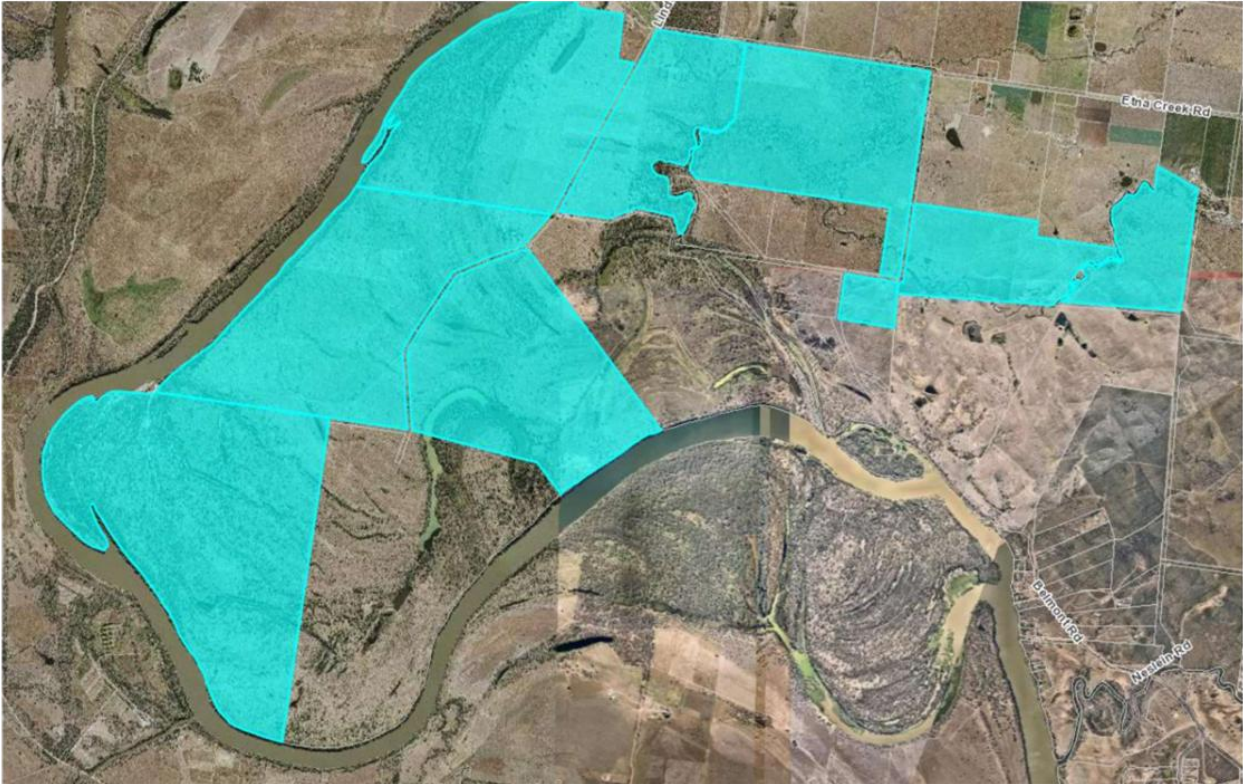
**Meeting Date: 5 May 2026**

**Attachment No: 1**

D-174-2015 Locality plan – Etna Creek



D-174-2015 Locality plan – Etna Creek

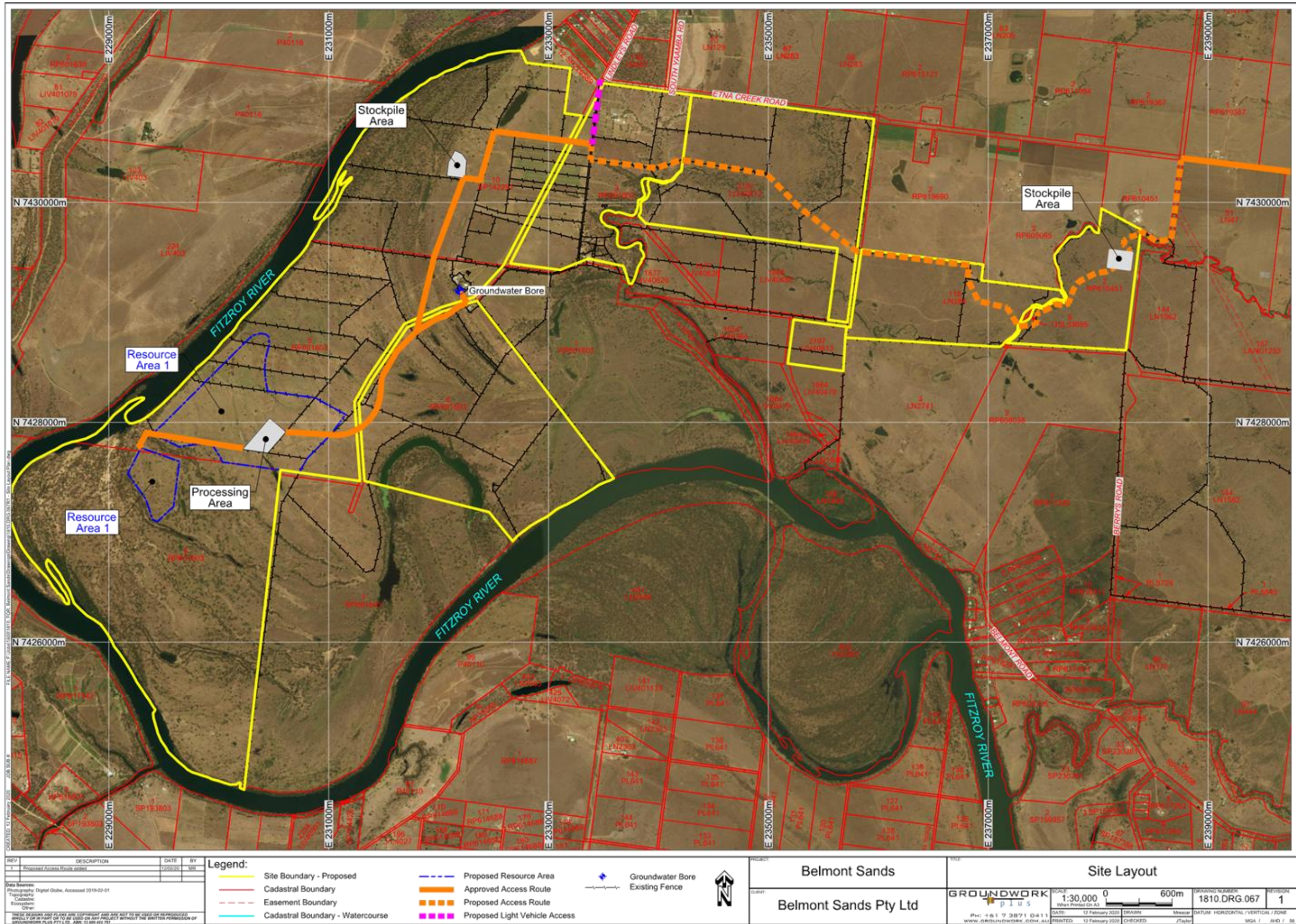


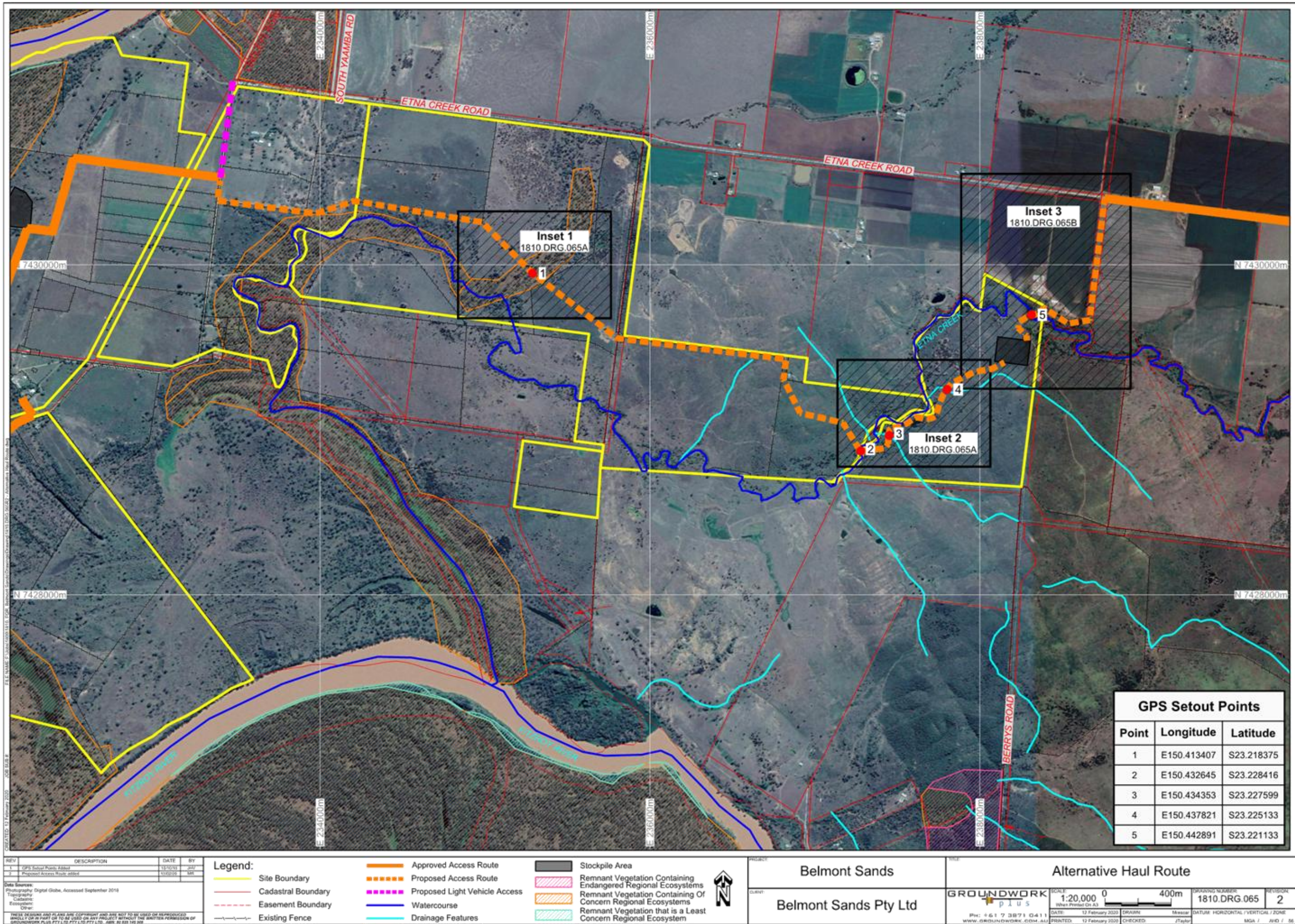
# **13.4 - D-174-2015 DRAFT INFRASTRUCTURE AGREEMENT FOR BELMONT SANDS QUARRY**

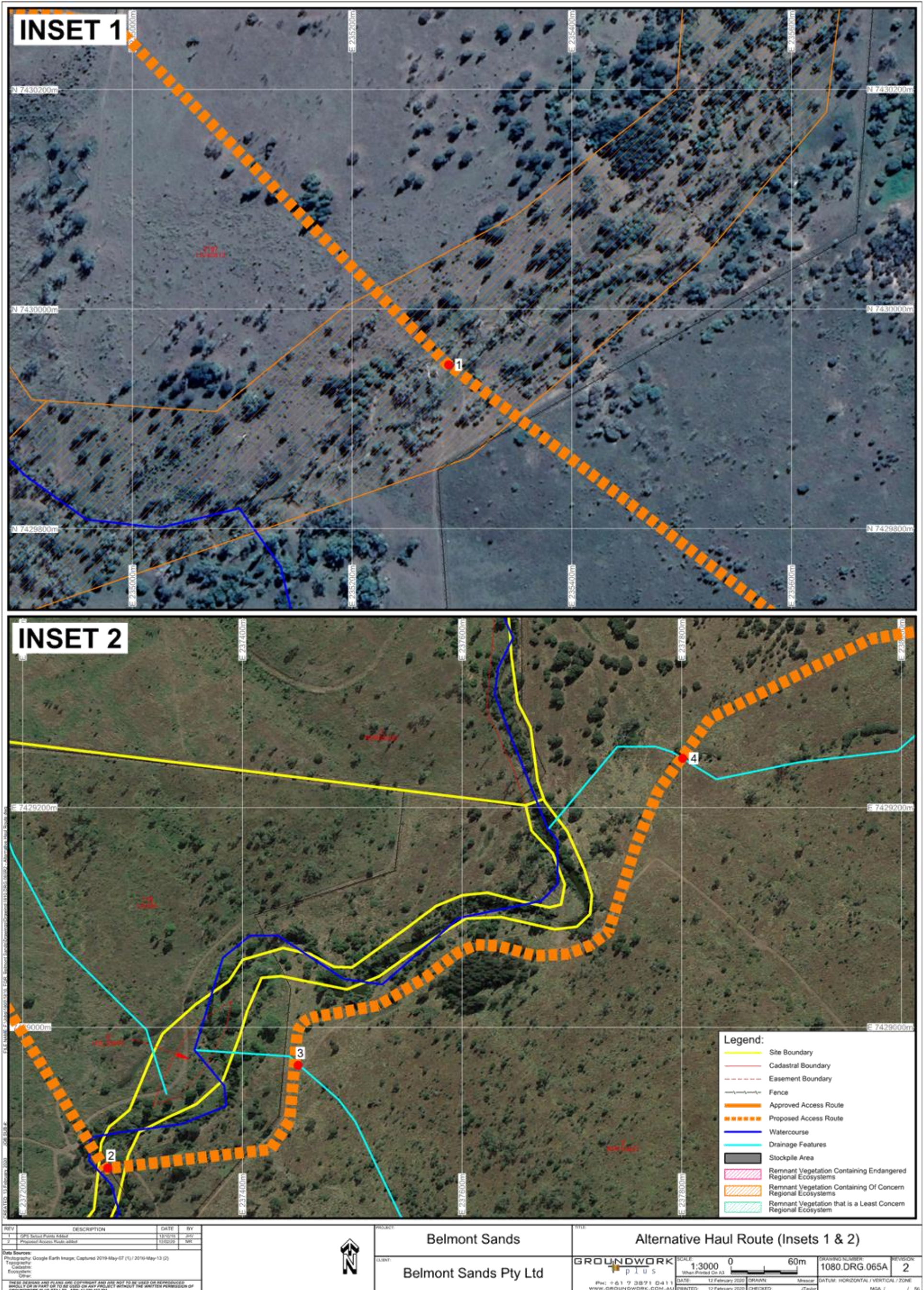
## **Amended Proposal Plans**

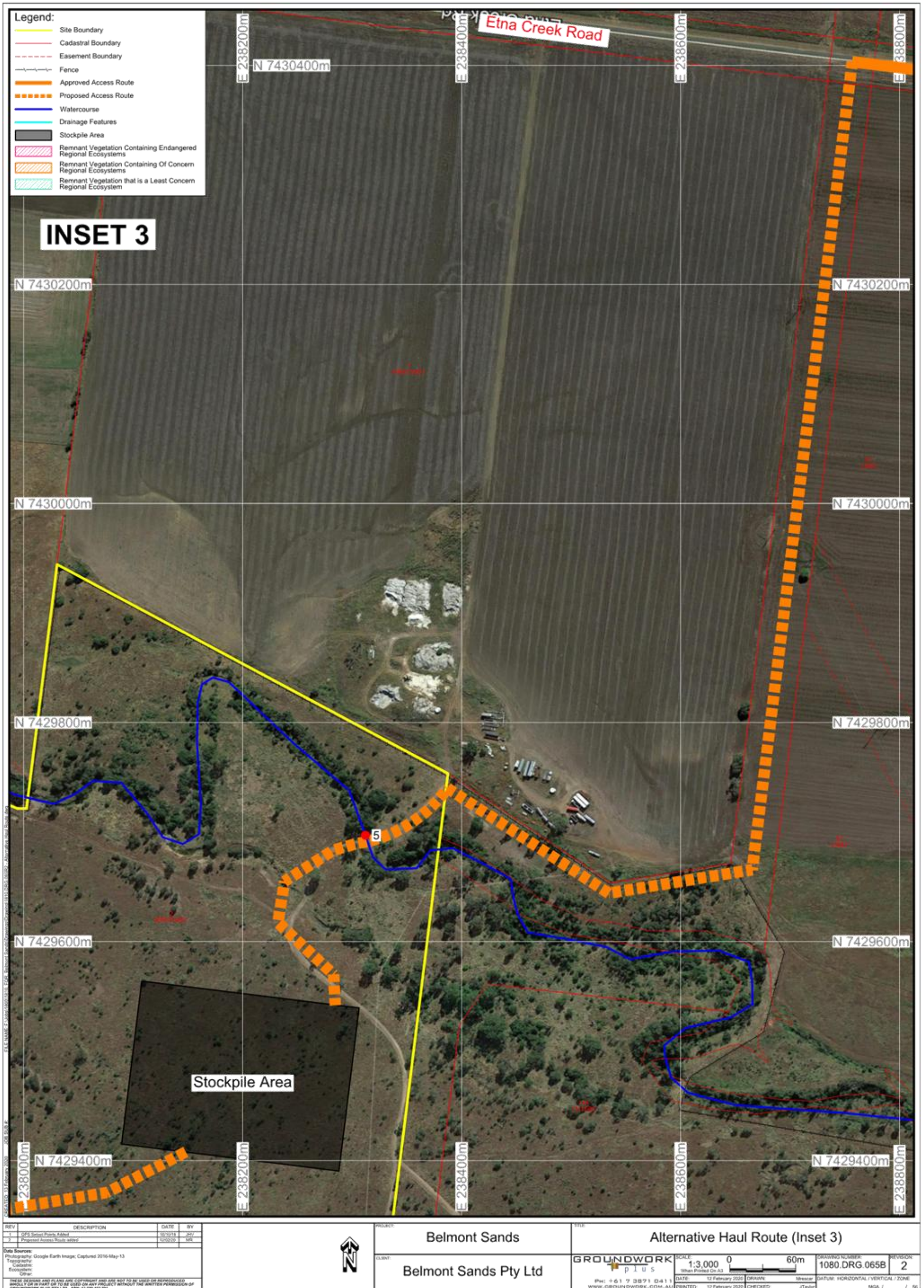
**Meeting Date: 5 May 2026**

**Attachment No: 2**









**13.4 - D-174-2015 DRAFT  
INFRASTRUCTURE AGREEMENT FOR  
BELMONT SANDS QUARRY**

**Draft Infrastructure Agreement**

**Meeting Date: 5 May 2026**

**Attachment No: 3**

*Belmont Sands Pty Ltd  
ACN 155 910 633*

*Agforce Queensland  
Farmers Ltd*

*Livingstone Shire Council*

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# **Infrastructure Agreement**

[Belmont Sands – Roadwork and Contributions]

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**KING &  
COMPANY**  
— SOLICITORS —

Level 7, 95 North Quay, Brisbane  
[G.P.O. Box 758, Brisbane, 4001]  
Telephone: (07) 3243 0000

Facsimile: (07) 3236 1885  
TL:AA21083-20230801

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# Infrastructure Agreement

[Belmont Sands – Roadwork and Contributions]

## PART 1 REFERENCE INFORMATION

### Item 1 Formation

Date: ..... 202~~5~~6.

### Item 2 Parties

Name: Belmont Sands Pty Ltd ACN 155 910 633.  
 Abbreviated description: Developer.  
 Address for Notices: ##  
     *Delivery:* ##  
     *Post:* ##

Name: Agforce Queensland Farmers Ltd  
 Abbreviated description: Owner  
 Address for Notices:  
     *Delivery:* ##  
     *Post:* PO Box 13186, George Street Post Shop, Brisbane Queensland 4003

Name: Livingstone Shire Council.  
 ABN: 95 399 253 048.  
 Abbreviated description: Council.  
 Address for Notices:  
     *Email:* enquiries@livingstone.qld.gov.au (Attention: Development & Environment).  
     *Delivery:* Yeppoon Town Hall, 25 Normanby Street, Yeppoon, Qld, 4703.  
     *Post:* P.O. Box 2292, Yeppoon, Qld, 4703.

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**PART 2 BACKGROUND**

- 2.1** The Owner owns the Land.
- 2.2** The Developer has the benefit of a Development Approval over the Land for a quarry, which requires the Developer to carry out certain roadwork.
- 2.3** Council has programmed roadwork of its own that may overlap with some the roadwork to be carried out by the Developer under the Development Approval.
- 2.4** The Developer has made a change application to change the Development Approval. As part of Council's consideration of the change application, the parties have agreed to a cost-sharing regime for some of the roadwork and road maintenance.
- 2.5** This document records the terms of the Agreement and is intended to form part of a condition of approval for the change application.

**PART 3 INTERPRETING THE AGREEMENT**

**3.1 Interpretation Generally**

- (1) This Part 3 contains the principal provisions governing the interpretation of this Agreement.
- (2) However, each such provision applies only to the extent that:
- (a) a given context does not require otherwise; or
  - (b) a contrary intention is not apparent.

**3.2 Structure**

- (1) The Agreement is composed of:
- (a) the narrative provisions;
  - (b) the appendices; and
  - (c) the attestations.
- (2) The narrative provisions are divided into Parts.
- (3) Part 1 is composed of Items, and each subsequent Part is composed of Clauses.
- (4) The following types of word begin with a capital letter:
- (a) a word that is, or is part of, an expression defined in Clause 3.3 or in another provision;
  - (b) a word that begins a sentence;
  - (c) a proper noun.

**3.3 Operative Provisions**

- (1) All provisions in the Agreement are operative provisions, other than:
- (a) the Part 2 (Background) provisions;
  - (b) subject headings;
  - (c) notes (including footnotes); and
  - (d) any other provisions expressly identified as non-operative.

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*[Belmont Sands – Roadwork and Contributions]*

- (2) If the meaning of an operative provision (read alone or with other operative provisions) is clear, a non-operative provision may not be invoked to qualify or otherwise alter that meaning.
- (3) However, if the meaning of an operative provision (read alone or with other operative provisions) is unclear, it is to be read in conjunction with any background provision and any note (but not a subject heading) that helps elucidate its intended meaning.

### 3.4 Glossary

Each of the following expressions in bold to the left bears the meaning shown opposite or contained in the cross-referenced provision shown opposite:

<b>Act</b>	<ol style="list-style-type: none"> <li>(1) A legislative enactment of the Queensland Parliament or the Commonwealth Parliament.</li> <li>(2) Subordinate legislation made under the enactment.</li> <li>(3) A direction or requirement made by a competent entity under the enactment or subordinate legislation.</li> <li>(4) A licence, authorization, consent, approval, or exemption granted under the enactment or subordinate legislation.</li> <li>(5) A planning instrument.</li> <li>(6) A local law.</li> </ol>
<b>Address for Notices</b>	<p>For each Party:</p> <ol style="list-style-type: none"> <li>(1) its address shown at Item 2;</li> <li>(2) such other address as it has notified to the other Party as its address for notices under this Agreement; or</li> <li>(3) if it is not at either such address, its last principal place of business known to the other Party.</li> </ol>
<b>Agreement</b>	This instrument and the agreement it evidences.
<b>Appendix</b>	An appendix in this Agreement.
<b>Business Day</b>	<ol style="list-style-type: none"> <li>(1) For giving notice: a day other than a Saturday, a Sunday, or another public holiday in the locality to which the notice is to be sent.</li> <li>(2) For making a payment: a day, other than a Saturday, a Sunday, or another public holiday, upon which banks are open for business in the locality of the recipient's Address for Notices.</li> <li>(3) For this definition, a bank is a trading bank licensed to conduct banking business, and conducting banking business, under an Act regulating banking.</li> </ol>
<b>Change Application</b>	An application to change a Development Approval for the Development made pursuant to section 78 of the Planning Act.

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<b>Chief Executive Officer</b>	Council's chief executive officer, including: <ol style="list-style-type: none"> <li>(1) a person acting in the position at a relevant time; and</li> <li>(2) a person to whom the chief executive officer's power has been delegated at a relevant time for a relevant purpose concerning this Agreement.</li> </ol>
<b>Clause</b>	A numbered clause or sub-clause in this Agreement other than in an Appendix.
<b>Council</b>	Refer to Item 2.
<b>Development Approval</b>	The development permit for making a material change of use for an extractive industry (sand and gravel extraction and associated activities) and environmentally relevant activities over the Land dated 22 February 2021 and reproduced at <b>Appendix 1</b> of this Agreement.
<b>Etna Creek Road Sections A and B</b>	The sections of Etna Creek Road, including the connection to the Bruce Highway, as depicted on the plan reproduced as <b>Appendix 2</b> of this Agreement.
<b>Etna Creek Road Section C</b>	The section of Etna Creek Road, including the "T" intersection connection to the Section D Access Roadwork, as depicted on the plan reproduced as <b>Appendix 2</b> of this Agreement.
<b>Item</b>	A numbered item of information in Part 1.
<b>Land</b>	The land described as: <ol style="list-style-type: none"> <li>(1) Lots 3, 5, <u>6</u> and 8 on RP601603;</li> <li>(2) Lot 10 on SP142291;</li> <li><del>(3) Lot 6 on RP601603;</del></li> <li><del>(4)</del><u>(3)</u> Lot 2 on RP610451;</li> <li><del>(5)</del><u>(4)</u> Lot 118 on LN284; and</li> <li><del>(6)</del><u>(5)</u> Lot 2197 on LIV40813.</li> </ol>

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<b>Officer</b>	<ul style="list-style-type: none"> <li>(1) For a corporation: a director, a company secretary, or an attorney.</li> <li>(2) For Council, when concerning the signature of a document: <ul style="list-style-type: none"> <li>(a) its mayor;</li> <li>(b) a councillor or Council employee authorised in writing by its mayor to sign the document or to sign documents of a class that encompasses the document;</li> <li>(c) a person to whom Council has delegated the power to sign the document or to sign documents of a class that encompasses the document; or</li> <li>(d) (for clarity, if the delegate is the Chief Executive Officer) the Chief Executive Officer's lawful sub-delegate for the purpose.</li> </ul> </li> <li>(3) For Council, when concerning the performance of an act other than the signature of a document: <ul style="list-style-type: none"> <li>(a) a person to whom Council has delegated the power to perform the act;</li> <li>(b) if Council has delegated the power to the Chief Executive Officer: the Chief Executive Officer's lawful sub-delegate for the purpose.</li> </ul> </li> <li>(4) For either Party: its solicitor.</li> </ul>
<b>Owner</b>	Refer to Item 2.
<b>Part</b>	A numbered part of this Agreement, other than in an Appendix, containing: <ul style="list-style-type: none"> <li>(1) one or more Items; or</li> <li>(2) one or more Clauses.</li> </ul>
<b>Party</b>	A party to the Agreement.
<b>Planning Act</b>	<i>Planning Act 2016.</i>
<b>Queensland Court</b>	Refer to Clause 9.13(1).
<b>Section D Access Roadwork</b>	The section of roadwork required by condition 4.4 of the Development Approval providing access to the quarry from Etna Creek Road, as depicted on the plan reproduced as <b>Appendix 2</b> of this Agreement.

### 3.5 Development-related Expressions

Each of the following expressions bears the meaning that the Planning Act ascribes to it:

- (1) development;
- (2) development application;
- (3) development approval;
- (4) development permit;
- (5) extension application;

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- (6) infrastructure charges notice;
- (7) lot;
- (8) material change of use.

### **3.6 Cognate Expressions**

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

### **3.7 Non-defined Expressions**

A term not relevantly defined in the Agreement carries the meaning that the Oxford Dictionary of English ascribes to it.

### **3.8 Examples**

- (1) An example in or for a provision is part of the provision; it is not to be disregarded for interpretation purposes.
- (2) The example is not exhaustive, nor does it limit the meaning of the provision, but it may extend that meaning.
- (3) The example and the provision are to be read:
  - (a) relative to one another; and
  - (b) in the context of all provisions of the Agreement.
- (4) If, so read, they are inconsistent, the example is to be disregarded.

### **3.9 Inclusive and Particular References**

- (1) *Include* and its derivatives are not terms of limitation.
- (2) Neither of *in particular* or *particularly* is a term of limitation.

### **3.10 Severance**

A provision is to be treated as omitted from the Agreement if:

- (1) the provision is void, unenforceable, or incomprehensible; or
- (2) retaining the provision would render the Agreement or another provision void, unenforceable, or incomprehensible.

### **3.11 Intent of Agreement**

The intent of the Agreement is to be determined by reference at least to:

- (1) its subject and any expressed objects;
- (2) its Part 2 background, to the extent Clause 3.3 permits;
- (3) its express provisions as originally made (including those omitted pursuant to Clause 3.9);
- (4) the nature of the provision/s omitted pursuant to Clause 3.9, and the practicality of effectuating the Agreement net of those provisions.

### **3.12 Parties**

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns.

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- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns.
- (3) For a Party composed of two or more persons, each acknowledgement, representation, obligation, and entitlement binding or benefiting the Party binds or benefits:
  - (a) all of those persons jointly; and
  - (b) each of them as an individual.

**3.13 Durations and Block References**

- (1) A day is a continuous 24-hour period ending at midnight.
- (2) A period beginning upon a specified day begins at the beginning of that day.
- (3) A period ending on a specified day ends at the moment before midnight of that day.
- (4) Reference to the period between two specified dates, times, or periods includes each of those two dates, times, or periods.
- (5) Reference to the items between two specified items (in this or another instrument) includes each of those two specified items.
- (6) If the due date for a payment, other than a payment due on demand, is not a Business Day, the payment must be made not later than the preceding Business Day.
- (7) If the due date for satisfying an obligation other than a payment obligation is not a Business Day, the obligation must be satisfied not later than the next Business Day.

**3.14 References to Actions**

- (1) Reference (direct or indirect) to person's act:
  - (a) encompasses an act of commission and an act of omission; and
  - (b) includes the act of another person if the law deems the other person's act also to be the first-mentioned person's act because of the legal relationship between the two.
- (2) A provision that obliges a person not to do something obliges the person also to prevent others over whom he has control or dominion from doing that thing.

**3.15 References to Acts/Statutory Provisions**

- (1) Reference to an Act includes an Act that amends, consolidates, or replaces it.
- (2) Reference to a provision in an Act includes a provision that amends, consolidates, or replaces it.
- (3) Reference to an Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is to an Act of the Queensland Parliament.

**3.16 Other References**

- (1) Reference to the singular includes the plural, and vice-versa.
- (2) Reference to a gender includes each other gender.
- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- (4) Reference to an approval, a consent, or a permission includes any conditions that attach to it.

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- (5) Reference to an entity that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to:
  - (a) the entity established or constituted in its stead; or
  - (b) (if no such entity) the entity succeeding, as nearly as may be, to its power or function.
- (6) Reference to an office or a position includes:
  - (a) an office or a position established or constituted in lieu of that office or position; or
  - (b) (if no such office or position) the office or position succeeding, as nearly as may be, to its power or function.
- (7) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (8) Reference to termination of this Agreement is a reference to termination by any means (for example, by expiry or merger, by frustration, or by termination for breach).
- (9) Reference to money is a reference to Australian dollars and cents.
- (10) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

### 3.17 **Contra Proferentem Interpretation**

A provision of the Agreement is not to be interpreted against the interest of a Party merely because the Agreement or provision was drawn or inserted by or on behalf of that Party.

## **PART 4 THRESHOLD ASSURANCES**

### 4.1 **Parties' Assurances**

- (1) Each Party assures the other Parties that:
  - (a) it possesses the power to enter this Agreement;
  - (b) it possesses the power to perform all of its obligations under the Agreement;
  - (c) all necessary authorising action has been taken to enable it to enter the Agreement and to perform its obligations (*for example, the passage of any necessary resolutions*);
  - (d) entering the Agreement and performing its agreed obligations does not contravene any law.
- (2) Each Party acknowledges that the others enter this Agreement in reliance upon those assurances.

### 4.2 **Representatives' Assurances**

Each person signing the Agreement as an Officer or other representative of a Party assures the other Party that he possesses unrestricted authority to sign in that capacity.

## **PART 5 STATUS OF AGREEMENT**

### 5.1 **Nature of Agreement**

This Agreement is an infrastructure agreement made under the Planning Act Chapter 4, Part 4.

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*[Belmont Sands – Roadwork and Contributions]*

**5.2 Purpose of Agreement**

The purpose of this Agreement is about providing infrastructure and to allow the provision of infrastructure instead of paying all or part of a levied charge.

**5.3 Status of Obligations**

The Owner consents to the obligations under this Agreement attaching to the Land and binding successors-in-title to the Land.

**5.4 Change of Land Ownership**

For the *Planning Act* section 152, a change in ownership of the Land (or any portion of it) will not affect the Developer's obligations under this Agreement.

**5.5 Overriding Effect of Agreement**

- (1) To the extent of its inconsistency with a Development Permit, this Agreement prevails.
- (2) If a Change Application or an Extension Application is approved after the Formation Date, unless this Agreement is varied pursuant to Clause 9.8:
  - (a) the Change Application approval does not affect this Agreement;
  - (b) the Extension Application approval does not affect this Agreement; and
  - (c) to the extent of any inconsistency with a Change Application approval or an Extension Application approval, this Agreement prevails.

**PART 6 ROAD MAINTENANCE CONTRIBUTIONS****6.1 Etna Creek Road Sections A and B**

- (1) Upon commencement of the use, the Developer must pay Council an annual road maintenance contribution for Etna Creek Road Sections A and B.
- (2) The road maintenance contribution will be payable to Council for haulage of 0 to 200,000 tonnes per annum of material along Etna Creek Road Sections A and B as follows:
  - (a) 0 to 100,000 tonnes: 51.48 cents per tonne (\$00.5148); and
  - (b) 100,001 to 200,000 tonnes: 62.26 cents per tonne (\$00.6226).

*For example, should the annual tonnage by the Developer be 130,000 tonnes, the contribution payable to Council will be  $100,000 \times 51.48c + 30,000 \times 62.26c = \$70,158.00$ .*
- (3) The road maintenance contribution must be paid to Council by 130 July each year and be accompanied by a statement of extraction records to substantiate the annual haulage amounts.
- (4) The road maintenance contribution is no longer payable when Etna Creek Road Sections A and B have been upgraded under Clause 7 of this Agreement.
- (5) For clarity:
  - (a) the road maintenance contributions will be used by Council to fund ongoing maintenance works on Etna Creek Road Sections A and B;
  - (b) the Developer will not be responsible for any maintenance works on Etna Creek Road Sections A and B; and

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- (c) The road maintenance contribution will not be used by either Party to offset any costs associated with the upgrading of Etna Creek Road Sections A and B under Clause 7 of this Agreement.

**PART 7 ROADWORK****7.1 Etna Creek Road Sections A and B**

- (1) Etna Creek Road Sections A and B must be upgraded from the existing formation in accordance with this Clause 7.1 upon the earliest of the following happening:
  - (a) The haulage of material from the quarry reaching 200,001 tonnes per annum;
  - (b) 1 January 2035; or
  - (c) Council being reasonably satisfied that the existing Etna Creek Road Sections A and B has deteriorated beyond acceptable maintenance levels and giving the Developer a written notice of same.
- (2) For the purposes of Clause 7.1(1)(a), the Developer must give Council written notice six months prior to the haulage of material from the quarry reaching 200,001 tonnes per annum.
- (3) For the purposes of Clause 7.1(1)(c), Council may be reasonably satisfied that the existing Etna Creek Road Sections A and B has deteriorated beyond acceptable maintenance levels if the measured roughness exceeds 6.4 IRI or when more than 50% of the pavement area within the road segment is affected by pavement defects, in which case the sections will require upgrading.
- (4) The upgrading of Etna Creek Road Sections A and B must be designed and constructed by Council to the standard set out in Condition 4.3 of the Development Approval.
- (5) The Developer and Council agree that the cost of designing and constructing the upgrade of Etna Creek Road Sections A and B will be apportioned as follows:
  - (a) The Developer will be responsible for 55% of the total costs;
  - (b) Council will be responsible for 45% of the total costs.
- (6) Council must prepare the design and cost estimate for the upgrading of Etna Creek Road Sections A and B and provide it to the Developer in the following manner corresponding to the relevant upgrading triggers in Clause 7.1(1)(a), (b) and (c) above:
  - (a) within 50 Business Days of receiving the written notice from the Developer in Clause 7.1(2);
  - (b) By 1 July 2034; or
  - (c) within 50 Business Days of Council giving the Developer the written notice under Clause 7.1(1)(c).
- (7) Within 20 Business Days, the Developer must give Council written notice as to whether it agrees to the design and cost estimate.
- (8) If the Developer does not agree to the design and cost estimate provided by Council, the Developer and Council may negotiate the design and cost estimate for a period of 40 Business Days, failing which the Developer and Council agree to seek an independent review of the design and estimate of costs, with the costs of such review being equally shared by Council and the Developer.
- (9) For the purposes of Clause 7.1(8), the person conducting the independent review will be selected by the following process:
  - (a) each Party will nominate a shortlist of three candidates and exchange its list with the other Party;

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- (b) the Parties are to attempt to agree on a common candidate from the exchanged lists;
  - (c) in the event the Parties are not able to agree on a common candidate, the Parties will refer the matter to Engineers Australia or another independent body for a suitably qualified candidate to be chosen by Engineers Australia or the other independent body.
- (10) The Developer and Council agree to accept the outcomes of the independent review of the design and estimate of costs obtained pursuant to Clause 7.1(8).
- (11) Within 50 Business Days of:
- (a) the Developer and Council agreeing on the design and cost estimate; or
  - (b) the Developer and Council receiving the independent review of the design and cost estimate,
- Council must give the Developer a tax invoice for an upfront deposit towards their contribution to the upgrading costs, equivalent to 30% of total estimated cost.
- (12) The Developer must pay to Council the amount stipulated in the tax invoice within 20 Business Days of receipt.
- (13) Council must commence the upgrading of Etna Creek Road Sections A and B within six months of the Developer paying the upfront deposit.
- (14) Within three months of completion of the upgrading works, Council must:
- (a) determine the total costs of upgrading Etna Creek Road Sections A and B and give the Developer written notice of the total costs; and
  - (b) give the Developer a tax invoice for the balance payment required, equivalent to the difference between the upfront deposit paid under Clause 7.1(12) and 55% of the total costs of the upgrading works.
- (15) The Developer must pay to Council the amount stipulated in the tax invoice within 20 Business Days of receipt.
- (16) If Council does not have capacity to commence the upgrading works within the timeframe under Clause 7.1(13), Council must advise the Developer in writing as soon as practicable so that the Developer and Council may agree to vary this Agreement to facilitate the Developer undertaking the upgrading works instead of Council.
- (17) Council agrees that any delays in scheduling and carrying out of the upgrading works by Council will not be relied upon by Council to require the quarry to delay the quarry operations or to require the use to cease.

## 7.2 Etna Creek Road Section C

- (1) Council acknowledges that it has programmed the upgrade of Etna Creek Road Section C to a standard (including geometric, structural and drainage aspects) that is suitable for traffic generated by the quarry operating at the maximum extraction rate of 200,000 tonnes of material per annum **(Initial Upgrade of Etna Creek Road Section C)**.
- (2) **The Developer acknowledges that in the event haulage of material from the quarry reaches 200,001 tonnes per annum, the Developer must further upgrade Etna Creek Road Section C to a standard (including geometric, structural and drainage aspects) that is suitable for traffic generated by the quarry operating at the maximum extraction rate of 1,000,000 tonnes of material per annum at no cost to Council (Further Upgrade of Etna Creek Road Section C)**.
- (4)(3) **The Further Upgrade of Etna Creek Road Section C by the Developer must be to the standard set out in Condition 4.3 of the Development Approval.**

*Infrastructure Agreement**[Belmont Sands – Roadwork and Contributions]*

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- (2)(4) The **Initial uUpgradeing** of Etna Creek Road Section C must be designed and constructed by Council to the standard set out in Condition 4.3 of the Development Approval.
- (3)(5) The Developer and Council agree that the cost of designing and constructing the **Initial uUpgrade** of Etna Creek Road Section C will be apportioned as follows:
- (a) The Developer will be responsible for 57% of the total costs;
  - (b) Council will be responsible for 43% of the total costs.
- (4)(6) Council must prepare the design and cost estimate for the **Initial uUpgradeing** of Etna Creek Road Section C and provide it to the Developer within three months of the Formation Date.
- (5)(7) Within 20 Business Days, the Developer must give Council written notice as to whether it agrees to the design and cost estimate.
- (6)(8) If the Developer does not agree to the design and cost estimate provided by Council, the Developer and Council may negotiate the design and cost estimate for a period of 40 Business Days, failing which the Developer and Council agree to seek an independent review of the design and estimate of costs, with the costs of such review being equally shared by Council and the Developer.
- (7)(9) For the purposes of Clause 7.2(6), the person conducting the independent review will be selected by the following process:
- (a) each Party will nominate a shortlist of three candidates and exchange its list with the other Party;
  - (b) the Parties are to attempt to agree on a common candidate from the exchanged lists;
  - (c) in the event the Parties are not able to agree on a common candidate, the Parties will refer the matter to Engineers Australia or another independent body for a suitably qualified candidate to be chosen by Engineers Australia or the other independent body.
- (8)(10) The Developer and Council agree to accept the outcomes of the independent review of the design and estimate of costs obtained pursuant to Clause 7.2(6).
- (9)(11) Within 20 Business Days of:
- (a) the Developer and Council agreeing on the design and cost estimate; or
  - (b) the Developer and Council receiving the independent review of the design and cost estimate,
- Council must give the Developer a tax invoice for an upfront deposit towards their contribution to the upgrading costs, equivalent to 30% of total estimated cost.
- (10)(12) The Developer must pay to Council the amount stipulated in the tax invoice within 20 Business Days of receipt.
- (11)(13) Council must commence the **Initial uUpgradeing** of Etna Creek Road Section C within six months of the Developer paying the upfront deposit.
- (12)(14) Within three months of completion of the upgrading works, Council must:
- (a) determine the total costs of **the Initial uUpgradeing of** Etna Creek Road Section C and give the Developer written notice of the total costs; and
  - (b) give the Developer a tax invoice for the balance payment required, equivalent to the difference between the upfront deposit paid under Clause 7.2(10) and 57% of the total costs of the upgrading works.
- (13)(15) If Council does not have capacity to commence the upgrading works within the timeframe under Clause 7.2(11), Council must advise the Developer in writing as soon as practicable so that

*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

the Developer and Council may agree to vary this Agreement to facilitate the Developer undertaking the Initial uUpgrading works of Etna Creek Road Section C instead of Council.

(14)(16) Council agrees that any delays in scheduling and carrying out of the upgrading works by Council will not be relied upon by Council to require the quarry to delay the quarry operations or to require the use to cease.

#### 7.1 Section D Access Roadwork

(1) The Developer must carry out the Section D Access Roadwork at its own cost.

### PART 8 NOTICES

#### 8.1 Formal Requirements

- (1) This Part 8 governs notices under the Agreement save to the extent another provision of the Agreement expressly provides otherwise.
- (2) A notice must be in writing, and is ineffective unless given in writing.
- (3) The Party giving the notice, or one of its Officers, must sign the notice.
- (4) For a Party composed of more than one person:
  - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorised by all of those persons to sign the notice; and
  - (b) the recipient of the notice need not enquire into the validity of the authorisation.

#### 8.2 Service of Notices

A Party must give a notice:

- (1) by delivering it to the intended recipient's Address for Notices; or
- (2) by posting it to the intended recipient at its Address for Notices.

#### 8.3 Receipt of Notices

- (1) A notice delivered or posted is deemed received:
  - (a) if delivered at or before 4:30pm: at the moment of delivery;
  - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
  - (c) if posted to an address in Australia: four Business Days after posting;
  - (d) if posted to an address outside Australia: seven Business Days after posting.

A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt

### PART 9 MISCELLANEOUS

#### 9.1 Contractual Consideration

For clarity, each Party makes and assumes its promises and obligations under this Agreement in return for the promises and obligations the other Party makes and assumes under the Agreement.

*Infrastructure Agreement**[Belmont Sands – Roadwork and Contributions]*

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**9.2 Communications between Parties**

- (1) Neither an approval nor a consent or permission given under the Agreement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Agreement is ineffective unless made or given in writing.
- (3) A statement the Agreement obliges a Party to give is ineffective unless given in writing.
- (4) A request made under or in connection with the Agreement is deemed neither made nor received if not made in writing.
- (5) A response to a request made under or in connection with the Agreement is deemed neither given nor received if not given in writing.

**9.3 Statutory Compliance**

Regardless of other provisions in this Agreement, the Owner must comply (by itself, its employees, its agents, and its service providers) with the relevant requirements of all Acts relating to the exercise of its entitlements, and the discharge of its obligations, under this Agreement.

**9.4 Effectuation of Purpose**

- (1) Each Party must act honestly in the discharge of its obligations and the exercise of its entitlements under this Agreement.
- (2) For clarity, however, unless a given provision of the Agreement expressly states otherwise:
  - (a) the obligation to act honestly does not render the Parties one another's fiduciaries;
  - (b) in particular, that obligation does not oblige a Party, in exercising an entitlement, to subordinate its interests to those of the other; and
  - (c) the honest exercise of an entitlement need not be objectively defensible as being reasonable.

**9.5 Entirety of Agreement**

- (1) This instrument details the entire arrangement between the Parties concerning this Agreement:
  - (a) irrespective of negotiations or discussions preceding its execution and delivery; and
  - (b) irrespective of the content of any brochure, report, correspondence, or other document produced by or on behalf of a Party.
- (2) Each Party acknowledges that no representation, verbal or written, made by or on behalf of the other Party but not detailed in this instrument has induced it to enter the Agreement.

**9.6 Cumulative Entitlements**

- (1) The remedies and other entitlements the Agreement gives a Party are cumulative, not alternative.
- (2) Moreover, no remedy or entitlement is exclusive of other remedies or entitlements that the Party possesses (whether under an Act or at general law).

**9.7 Waiver/Abandonment of Entitlement**

- (1) The mere fact that a Party does not exercise an entitlement under or concerning this Agreement when the entitlement accrues:
  - (a) does not deprive it of the entitlement; and

*Infrastructure Agreement**[Belmont Sands – Roadwork and Contributions]**Page 15*

- (b) does not deprive it of similar entitlements that accrue at other times.
- (2) The mere fact that a Party grants an indulgence under or concerning the Agreement on a given occasion does not entitle the recipient to the same or a similar indulgence on another occasion.
- (3) The mere fact that a Party grants an indulgence under or concerning the Agreement in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.
- (4) The waiver of an entitlement under the Agreement is not binding unless effected in writing.

**9.8 Variation of Agreement**

A purported variation of this Agreement is ineffective unless encapsulated in a deed.

**9.9 Survival of Provisions**

A provision of the Agreement capable of continued application after the Agreement has terminated will remain enforceable despite termination.

**9.10 Character of Instrument**

This instrument is an agreement made by deed, binding each Party:

- (1) irrespective of its terminology (for example, referencing "Clauses" and "Paragraphs" rather than "covenants"); and
- (2) irrespective of whether it is contractual.

**9.11 Delivery**

Each Party delivers this instrument as its deed conditionally upon both Parties:

- (1) executing the instrument; and
- (2) notifying one another that they have done so.

**9.12 Governing Law**

- (1) Queensland law governs the Agreement.
- (2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

**9.13 Jurisdiction (Adjudication of Disputes)**

- (1) For this Clause 9.13, a Queensland Court is:
  - (a) a court or tribunal constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Agreement; and
  - (b) the High Court of Australia.
- (2) The Parties submit exclusively to the jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Agreement.
- (3) Each Party undertakes to refrain from bringing action upon the Agreement in a forum other than a Queensland Court.
- (4) Each Party waives all entitlement to object to a Party bringing action upon the Agreement before a Queensland Court, including entitlement to claim that:
  - (a) the Queensland Court is an inconvenient forum; or

*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

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(b) no Queensland Court has jurisdiction.

**9.14 Costs of Agreement**

(1) The Developer agrees that it will be responsible for Council's reasonable costs of preparing and negotiating this Agreement.

*[Appendices follow]*

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*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

**APPENDIX 1**

[Development Approval]

*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

**APPENDIX 2**

[Road Sections Plan]

*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

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*[Attestations follow]*

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Infrastructure Agreement  
[Belmont Sands – Roadwork and Contributions]

ATTESTATIONS

Developer

Executed by BELMONT SANDS PTY LTD ACN 155 910 633:

- as its deed;
- under *Corporations Act* sections 127(1) and 127(3);
- by the signatures of a director and a second director/the secretary

<p>.....</p> <p style="text-align: center;">Director</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>	<p>.....</p> <p style="text-align: center;">Director/Secretary</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>
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Owner

Executed by AGFORCE QUEENSLAND FARMERS LTD:

- as their deed

<p>.....</p> <p style="text-align: center;">Director</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>	<p>.....</p> <p style="text-align: center;">Director/Secretary</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>
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Council

Executed on behalf of LIVINGSTONE SHIRE COUNCIL:

- as a deed;
- pursuant to *Local Government Act 2009* section 236;
- by a Council delegate, who certifies his/her authority to sign;
- in the presence of a witness:

<p>.....</p> <p style="text-align: center;">Delegate</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>	<p>.....</p> <p style="text-align: center;">Witness</p> <p>.....</p> <p style="text-align: center;">Full name <i>[Print]</i></p>
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*Infrastructure Agreement*  
*[Belmont Sands – Roadwork and Contributions]*

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*[End of Instrument]*

# **13.4 - D-174-2015 DRAFT INFRASTRUCTURE AGREEMENT FOR BELMONT SANDS QUARRY**

## **Road Section Plan**

**Meeting Date: 5 May 2026**

**Attachment No: 4**



Figure 4: Amended Road Section Plan

# **13.4 - D-174-2015 DRAFT INFRASTRUCTURE AGREEMENT FOR BELMONT SANDS QUARRY**

## **Construction Cost Estimate**

**Meeting Date: 5 May 2026**

**Attachment No: 5**



**Livingstone Shire Council**  
**INFRASTRUCTURE - CONSTRUCTION & MAINTENANCE PROJECT ESTIMATE**  
**Etna Creek Rehab and Upgrade C1144177**

ATT.102

LOCATION: Etna Creek Road Ch 2.25 PROJECT No: 25-007  
 DESCRIPTION: Widening, Rehab, and Seal JOB No: C1144177

**SUMMARY OF ESTIMATE**

ACTIVITY	DESCRIPTION	ESTIMATE
C1144177. 101	Establishment & Traffic Control	\$133,258
C1144177. 102	Electrical & Communication Conduits & Pits	\$1,312
C1144177. 103	Clearing & Grubbing	\$37,640
C1144177. 104	Earthworks to Subgrade	\$114,970
C1144177. 201	Stormwater Drainage (RCP's)	\$28,599
C1144177. 202	Stormwater Drainage (RCBC's)	\$0
C1144177. 203	Stormwater Drainage (Chambers & Inlets)	\$0
C1144177. 204	Concrete Work (Horizontal)	\$0
C1144177. 205	Concrete Work (Vertical)	\$0
C1144177. 206	Subsoil Drainage	\$0
C1144177. 207	Concrete Kerbing	\$0
C1144177. 220	Supply & Installation of gravity sewer pipe & components	\$0
C1144177. 221	Supply & Install gravity sewer access chamber (including lampholes)	\$0
C1144177. 222	Supply & Install sewer rising main	\$0
C1144177. 223	Supply & Install treated effluent lines	\$0
C1144177. 224	Renewal of house connection to sewer main or drop connection to chamber	\$0
C1144177. 225	Sewer relining	\$0
C1144177. 226	Supply & Install valves & Chambers associated with sewer rising mains	\$0
C1144177. 227	Supply & Install sewage pump station	\$0
C1144177. 228	Refurbish sewer access chamber	\$0
C1144177. 250	Supply & Installation of reticulated water main	\$0
C1144177. 251	Supply & Installation of water service line	\$0
C1144177. 252	Supply & Installation of water trunk mains	\$0
C1144177. 253	Supply & Installation of chambers	\$0
C1144177. 301	Road Pavement	\$903,271
C1144177. 302	Stabilisation	\$298,937
C1144177. 313	Cultural Heritage Investigation	\$0
C1144177. 323	Survey Setout	\$2,104
C1144177. 346	Demolition	\$9,593
C1144177. 401	Bitumen Surfacing	\$163,567
C1144177. 402	Asphalt Surfacing	\$0
C1144177. 501	Signs	\$3,792
C1144177. 502	Guide Posts	\$1,918
C1144177. 503	Pavement Marking	\$5,648
C1144177. 504	Guardrail	\$0
C1144177. 505	Landscaping	\$0
C1144177. 506	Erosion and Sediment Control	\$1,748
C1144177. 507	Fencing	\$0
C1144177. 508	Restoration of Footpath	\$0
C1144177. 509	Bus Shelter	\$0
C1144177. 601	Design and Documentation	\$18,651
C1144177. 602	Project Management & Contingencies	\$172,501
C1144177. 619	Traffic Signals	\$0
C1144177. 700	Water & Sewer Corporate Overheads (only for water & sewer works)	\$0
C1144177. 801	Relocation of External Services	\$0
C1144177. 802	Streetlighting	\$0
C1144177. 803	Licensed Survey	\$0
C1144177. 991	Construction & Maintenance Overheads	\$119,445
	<b>TOTAL ESTIMATED COST</b>	<b>\$2,016,954</b>

**SUMMARY OF FUNDING**

20 25/20 26 Capital Works	\$887,460
Belmont Sands (To be confirmed) 57%	\$1,129,494
	<b>TOTAL FUNDS AVAILABLE</b>
	<b>\$2,016,954</b>



25-007 - Etna Creek Rehab and Upgrade C1144177

Project Location: Etna Creek Road Ch 2.25  
 Project Details: Widening, Rehab, and Seal

ITEM	DESCRIPTION	UNITS	QUANTITY	TYPICAL RATE	Construction Rate	ESTIMATE
<b>101 Establishment &amp; Traffic Control</b>						
1	Site Establishment and Maintenance	LSum	1	0	\$28,480.00	28,480.00
2	Provision for Traffic	LSum	1	0	\$95,160.00	95,160.00
3	Construction of Side Track	LSum	1	0	\$9,618.00	9,618.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						133,258.00
<b>102 Electrical &amp; Communication Conduits &amp; Pits</b>						
1	Warning Signs (look up and live)	Each	4	80	\$328.00	1,312.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						1,312.00
<b>103 Clearing &amp; Grubbing</b>						
1	Clearing of Vegetation	m <sup>2</sup>	0	6	#DIV/0!	0.00
2	Grubbing of Natural Surface	m <sup>2</sup>	7439	12	\$1.82	13,516.00
3	Stripping and Stockpiling of Topsoil	m <sup>3</sup>	0	40	#DIV/0!	24,124.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						37,640.00
<b>104 Earthworks to Subgrade</b>						
1	Cut to Fill	m <sup>3</sup>	1138.36	35	\$35.35	40,240.00
2	Roadway Embankment/Fill (with site won materials)	m <sup>3</sup>	296	40	\$26.21	7,758.00
3	Cart to spoil	m	314.755	30	\$39.29	12,366.00
4	Preparation and Compaction of Subgrade	m <sup>2</sup>	14934.4	5	\$0.98	14,606.00
5	Remove and replace unsuitables	LS	0	6	#DIV/0!	40,000.00
99					#DIV/0!	0.00
<b>SUB TOTAL</b>						114,970.00
<b>201 Stormwater Drainage (RCP's)</b>						
1	Supply & Install 375 RCP(2) (Twin)	m	21.6	250	\$758.39	16,381.15
2	Supply & Install 2 twin cell headwalls with rat wall and drainage slab 300mm rock	ea	2	300	\$4,926.00	9,852.00
3	Locally shape the swale to fit drainage	m <sup>2</sup>	60	400	\$39.43	2,366.00
13	Supply & Install 1800 RCP(2)	m	0	3500	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						28,599.15
<b>202 Stormwater Drainage (RCBC's)</b>						
99	Supply & Install 1500 x 300 RCBC		0	1800	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>203 Stormwater Drainage (Chambers &amp; Inlets)</b>						
8	Supply & Install Precast Headwall (900-1050)	No.	0	1100	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>204 Concrete Work (Horizontal)</b>						
9	Concrete Footings	m <sup>3</sup>	0	600	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>205 Concrete Work (Vertical)</b>						
1	Concrete Headwalls & Wingwalls to Culverts (reinforced)	m <sup>3</sup>	0	1800	#DIV/0!	0.00
2	Concrete Retaining Walls (reinforced)	m <sup>3</sup>	0	1500	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>206 Subsoil Drainage</b>						
3	Supply & Install Strip filter drains	m	0	100	#DIV/0!	0.00

Approved: January 2025

Approval Authority: Manager Construction Maintenance

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Infrastructure Services

ATT.102

ITEM	DESCRIPTION	UNITS	QUANTITY	TYPICAL RATE	Construction Rate	ESTIMATE
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>207</b>	<b>Concrete Kerbing</b>					
8	Supply & Install Kerb Adaptors	No.	0	50	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>220</b>	<b>Supply &amp; Installation of gravity sewer pipe &amp; components</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>221</b>	<b>Supply &amp; Install gravity sewer access chamber (including lampholes)</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>222</b>	<b>Supply &amp; Install sewer rising main</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>223</b>	<b>Supply &amp; Install treated effluent lines</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>224</b>	<b>Renewal of house connection to sewer main or drop connection to chamber</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>225</b>	<b>Sewer relining</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>226</b>	<b>Supply &amp; Install valves &amp; Chambers associated with sewer rising mains</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>227</b>	<b>Supply &amp; Install sewage pump station</b>					
99	Single 22kw dual pumps well \$450K, two dual wells \$650 to \$700K	m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>228</b>	<b>Refurbish sewer access chamber</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>250</b>	<b>Supply &amp; Installation of reticulated water main</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>251</b>	<b>Supply &amp; Installation of water service line</b>					
4		m	0		#DIV/0!	0.00
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>252</b>	<b>Supply &amp; Installation of water trunk mains</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>253</b>	<b>Supply &amp; Installation of chambers</b>					
99		m	0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>301</b>	<b>Road Pavement</b>					
1	Supply, Place and Compact Type 2.1 Roadbase	m <sup>3</sup>	2340.42	200	\$129.24	302,484.26
2	Supply, Place and Compact Type 2.3 Roadbase	m <sup>3</sup>	2451.375	180	\$127.03	311,398.30
3	Supply, Place and Compact Type 2.5 Roadbase	m <sup>3</sup>	2061.41	170	\$125.45	258,609.52
4	50mm make up layer	m <sup>3</sup>	240	80	\$128.25	30,779.00
<b>SUB TOTAL</b>						903,271.08
<b>302</b>	<b>Stabilisation</b>					
1	Pavement Stabilisation on RB2.5 top level (2.5% Fly Ash - 200mm depth)	m <sup>2</sup>	15107.05	25	\$19.79	298,937.18

Approved: January 2025

Approval Authority: Manager Construction Maintenance

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ITEM	DESCRIPTION	UNITS	QUANTITY	TYPICAL RATE	Construction Rate	ESTIMATE
2	Subgrade Stabilisation	m <sup>2</sup>	0	25	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						298,937.18
<b>313</b>	<b>Cultural Heritage &amp; Native Title Investigation</b>					
99					#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>323</b>	<b>Survey Setout</b>					
1	Setout Survey	Hours	8	200	\$263.00	2,104.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						2,104.00
<b>346</b>	<b>Demolition</b>					
1	Break out existing Drainage Structures and Fill with Stab sand	LSum	1	0	\$9,592.50	9,592.50
2	Demolition and disposal	LSum	1	0	\$0.00	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						9,592.50
<b>401</b>	<b>Bitumen Surfacing</b>					
1	Primer Seal (10mm Agg.)	m <sup>2</sup>	0	9	#DIV/0!	0.00
2	Primer Seal	LSum	0	0	#DIV/0!	0.00
3	2 Coat Bitumen Seal (14mm/7mm Agg.)	m <sup>2</sup>	8811	12	\$18.56	163,567.24
4			0		#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						163,567.24
<b>402</b>	<b>Asphalt Surfacing</b>					
1	Asphalt Surfacing (supply and place)	m <sup>2</sup>	0	50	#DIV/0!	0.00
2	Asphalt Surfacing - Rubber added (supply and place)	m <sup>2</sup>	0	53	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>501</b>	<b>Signs</b>					
1	Supply & Install Road Signs	No.	4	200	\$948.00	3,792.00
2	Remove and Store existing Road Signs	No.	0	50	#DIV/0!	0.00
3	Remove and Re-erect existing Road Signs	No.	0	100	#DIV/0!	0.00
4	Supply & Install Guide Signs	No.	0	500	#DIV/0!	0.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						3,792.00
<b>502</b>	<b>Guide Posts</b>					
1	Supply and Install Road Edge Guide Posts	No.	30	60	\$63.93	1,918.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						1,918.00
<b>503</b>	<b>Pavement Marking</b>					
1	Line marking (day rate)	ea	1	4	\$5,648.00	5,648.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						5,648.00
<b>504</b>	<b>Guardrail</b>					
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>505</b>	<b>Landscaping</b>					
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>506</b>	<b>Erosion and Sediment Control</b>					
1	Erosion and Sediment Control	LSum	1	0	\$1,748.00	1,748.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						1,748.00
<b>507</b>	<b>Fencing</b>					
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>508</b>	<b>Restoration of Footpath</b>					

ITEM	DESCRIPTION	UNITS	QUANTITY	TYPICAL RATE	Construction Rate	ESTIMATE
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>509</b>	<b>Bus Shelter</b>					
99						0.00
<b>SUB TOTAL</b>						0.00
<b>601</b>	<b>Design and Documentation</b>					
1	Survey Pick-up and DTM Creation	LSum	1	0	\$2,104.00	2,104.00
2	Design and Documentation	LSum	1	0	\$13,203.00	13,203.00
6	As Constructed	LSum	1	0	\$3,344.00	3,344.00
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						18,651.00
<b>602</b>	<b>Project Management &amp; Contingencies</b>					
1	Contingencies	LSum	1	10%		172,500.82
99						
<b>SUB TOTAL</b>						172,500.82
<b>619</b>	<b>Traffic Signals</b>					
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>700</b>	<b>Water &amp; Sewerage Corporate Overheads</b>					
1	W&S Corporate Overheads	LSum	1			0.00
99						
<b>801</b>	<b>Works by External Authorities</b>					
99			0	0		0.00
<b>SUB TOTAL</b>						0.00
<b>802</b>	<b>Streetlighting</b>					
99			0	0	#DIV/0!	0.00
<b>SUB TOTAL</b>						0.00
<b>803</b>	<b>Licensed Survey</b>					
1	Licensed Survey	LSum	0	10000		0.00
99			0	0		0.00
<b>SUB TOTAL</b>						0.00
<b>991</b>	<b>Construction &amp; Maintenance Overheads</b>					
1	Overheads	LSum	1	7%		119,445.00
99			0	0		0.00

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### 13.5 AMENITY AND AESTHETICS POLICY

<b>File No:</b>	<b>fA2206</b>
<b>Attachments:</b>	<b>1. DRAFT Amenity and Aesthetics Referral Policy</b> <a href="#">↓</a>
<b>Responsible Officer:</b>	<b>Katrina Paterson - General Manager Communities and Environment Alastair Dawson - Interim Chief Executive Officer</b>
<b>Author:</b>	<b>Greg Abbotts - Manager Planning and Development</b>

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#### SUMMARY

*This report aims to bring into force and Amenity and Aesthetics policy for the shire. This policy would relate to Class 1 and Class 10 building or structures that are considered to have significant adverse impacts on local amenity or character.*

#### OFFICER'S RECOMMENDATION

THAT Council adopts the Amenity and Aesthetics policy to be in force from 1 July 2026.

#### BACKGROUND

Livingstone is a growing shire and with that brings an increase in residents and new buildings and structures. Further with the recent housing crisis and increases in costs of materials. Alternative building and structures are now entering the fabric of our community. As a result of recent complaints about the amenity and aesthetics of urban and rural areas, it is proposed to bring into force a policy to deal with the issue. Many other Councils have a similar policy

The purpose of the Policy is to enable Council to regulate specific types of Class 1 and Class 10 buildings or structures that may negatively impact local amenity or character by requiring additional assessment before approval. For the purposes of exercising the powers available under Schedule 9 of the *Planning Regulation 2017*, Council can resolve to declare that certain types of Class 1 or Class 10 buildings and structures in a certain locality, and of a certain form, that may:

- 1 - have an extremely adverse effect on the amenity, or likely amenity of a locality; or
- 2 - be in extreme conflict with the character of the locality.

A concurrence agency response for certain buildings and structures, must be obtained from Council prior to obtaining a Development Permit for Building Work, unless identified as a 'Referral Exception'.

Council's assessment of these buildings and structures would be undertaken in accordance with the Amenity & Aesthetics Assessment Provisions under **Schedule 1** of this proposed Policy. The assessment provisions apply in addition to all other requirements applicable to building work under the *Building Act 1975*, Building Code of Australia, Queensland Development Code, Council's local planning instruments and all other applicable referral agency triggers under the *Planning Regulation 2017*.

#### PREVIOUS DECISIONS

There have been no previous Council decisions to adopt an Amenity and Aesthetics Policy.

#### ENGAGEMENT AND CONSULTATION

Officers have engaged with external town planning Consultants including Legal Counsel in the development of the policy. Further, Development assessment staff have provided input into the development of the policy.

**BUDGET IMPLICATIONS**

It is not anticipated that the adoption of the policy will have a negative effect on the budget, moreover potentially increase revenue.

**LEGISLATIVE CONTEXT AND LEGAL IMPLICATIONS**

The Amenity and Aesthetics policy would be administered through the frameworks of Council's planning scheme, the *Planning Act 2016* including the associated regulation.

**RISK ASSESSMENT**

There is a risk that the number of applications requiring assessment could increase, this is particularly evident as our Shire grows. This in turn can place a significant strain on staff and resource allocation as a consequence.

**CORPORATE PLAN REFERENCE*****Vibrant Culture & Healthy Community***

*Deliver strategic land use, infrastructure planning and urban design activities that support growth, liveability, and sustainability*

## **13.5 - AMENITY AND AESTHETICS POLICY**

### **DRAFT Amenity and Aesthetics Referral Policy**

**Meeting Date: 5 May 2026**

**Attachment No: 1**



## AMENITY AND AESTHETICS REFERRAL POLICY

### 1. Scope

The Amenity and Aesthetics Referral Policy applies to certain Class 1 and Class 10 buildings or structures that are considered to have significant adverse impacts on local amenity or character.

### 2. Purpose

The purpose of this Policy is to enable Council to regulate specific types of Class 1 and Class 10 buildings or structures that may negatively impact local amenity or character by requiring additional assessment before approval.

### 3. References (legislation/related documents)

#### Legislative reference

[Building Act 1975](#)

[Building Code of Australia](#)

[Livingstone Shire Council's local planning instruments and all other applicable referral agency triggers under the Planning Regulation 2017](#)

[Planning Act 2016](#)

[Planning Regulation 2017](#)

[Queensland Development Code](#)

### 4. Definitions

To assist in interpretation, the following definitions shall apply:

Aesthetics	Refers to the visual appeal, beauty, and design character of a proposed structure, specifically evaluated to ensure it complements or enhances the surrounding locality.
Amenity	Features, facilities, services or conveniences that enhance the overall attractiveness of a location and make it a place more comfortable, pleasant or enjoyable.
Class 1 buildings	Detached houses and townhouses.
Class 10 buildings	Structures including garages, sheds and swimming pools.
Concurrence Agency	A type of referral agency within the development assessment process that has the power to direct an assessment manager (usually the local council) to impose specific conditions on a development approval or to refuse a development application entirely.
Council	Livingstone Shire Council
Referral Agency	A state department or authority that assesses specific development applications that impact state interests.

Amenity and Aesthetics Referral Policy

Adopted/Approved: Draft

Version: 0.1

Portfolio: Communities and Environment  
Business Unit: Planning and Development

Page 1 of 6

## 5. Policy Statement

For the purposes of exercising the powers available under Schedule 9 of the *Planning Regulation 2017*, Council has resolved to declare that certain types of Class 1 or Class 10 buildings and structures in a certain locality, and of a certain form, may:

- (a) have an extremely adverse effect on the amenity, or likely amenity of a locality; or
- (b) be in extreme conflict with the character of the locality.

For buildings and structures listed in **Table 1** below, a concurrence agency response must be obtained from Council prior to obtaining a Development Permit for Building Work, unless identified as a 'Referral Exception'.

Council's assessment of these buildings and structures is to be undertaken in accordance with the Amenity & Aesthetics Assessment Provisions under **Schedule 1** of this Policy. The assessment provisions apply in addition to all other requirements applicable to building work under the *Building Act 1975*, Building Code of Australia, Queensland Development Code, Council's local planning instruments and all other applicable referral agency triggers under the *Planning Regulation 2017*.

**Table 1: Referral Items, Referral Provisions and Referral Exceptions**

	Referral Item*	Referral Provision	Referral Exception																		
1	Class 10 buildings or structures exceeding certain dimensions	<p>The construction, placement or extension of a Class 10 building or structure on a property* which exceeds one or more of the measurements below for that property* size:</p> <table border="1"> <thead> <tr> <th>Land Area (m<sup>2</sup>)</th> <th>Building Volume (%)</th> <th>Apex Height</th> </tr> </thead> <tbody> <tr> <td>0 – 2,999</td> <td>3</td> <td>Height of the dwelling house (if present); or 5m</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Land Area (m<sup>2</sup>)</th> <th>Plan Area (m<sup>2</sup>)</th> <th>Wall Height</th> <th>Apex Height</th> </tr> </thead> <tbody> <tr> <td>3,000 - 20,000</td> <td>120</td> <td>3.6m</td> <td>5.2m</td> </tr> <tr> <td>Over 20,000</td> <td>300</td> <td>4.2m</td> <td>6.0m</td> </tr> </tbody> </table>	Land Area (m <sup>2</sup> )	Building Volume (%)	Apex Height	0 – 2,999	3	Height of the dwelling house (if present); or 5m	Land Area (m <sup>2</sup> )	Plan Area (m <sup>2</sup> )	Wall Height	Apex Height	3,000 - 20,000	120	3.6m	5.2m	Over 20,000	300	4.2m	6.0m	<p>A separate or concurrent application that incorporates the proposed building or structure has a valid development approval issued under Council's planning scheme or a superseded planning scheme</p> <p>OR</p> <p>A Class 10 building or structure constructed as an integral part of an accommodation activity*</p> <p>OR</p> <p>A garage or carport with a roof attached directly to an existing dwelling (or other primary use building)</p>
Land Area (m <sup>2</sup> )	Building Volume (%)	Apex Height																			
0 – 2,999	3	Height of the dwelling house (if present); or 5m																			
Land Area (m <sup>2</sup> )	Plan Area (m <sup>2</sup> )	Wall Height	Apex Height																		
3,000 - 20,000	120	3.6m	5.2m																		
Over 20,000	300	4.2m	6.0m																		

2	Garages, carports or sheds within the prescribed road boundary setback	More than one garage, carport or shed located within the prescribed road boundary setback OR Any garage, carport or shed (or part thereof) located within the prescribed road boundary setback having a width dimension greater than 7.0m	A separate or concurrent application that incorporates the proposed building or structure has a valid development approval issued under Council's planning scheme or a superseded planning scheme OR A concurrence agency response for a variation to the Building Assessment Provisions is otherwise required from Council
3	Certain Class 1 and 10 buildings or structures on vacant land	The construction or placement of a prefabricated kit building or structure on vacant land, regardless of proposed use of the building or structure.	A separate or concurrent application that incorporates the proposed building or structure has a valid development approval issued under Council's planning scheme or a superseded planning scheme OR A concurrence agency response for a variation to the Building Assessment Provisions is otherwise required from Council
4	Transportable buildings, or structures	The construction or placement of a transportable building or structure, including shipping container, railway carriage, wagon, demountable, or converted vehicle (eg caravan, RV, trailer) or similar on or abutting land used or intended to be used for an accommodation activity*.	A concurrence agency response for a variation to the Building Assessment Provisions is otherwise required from Council
<b>A DECISION MADE UNDER THIS POLICY DOES NOT CONSTITUTE A DEVELOPMENT PERMIT FOR BUILDING WORK AND DOES NOT ALLOW BUILDING WORK TO COMMENCE ON THE PROPERTY.</b>			

\*Note: Under this Policy:

- The 'Referral Item' includes any existing building or structure relocated from elsewhere within or outside the Livingstone Shire Local Government Area or relocated to a different location on the same property.

- Any reference to 'property' includes contiguous land parcels under the same landholding or ownership.
- Any reference to 'accommodation activity' means 'accommodation activity' as defined in Schedule 24 of the Planning Regulation 2017, with the exception of rural workers' accommodation or other non-resident workforce accommodation.
- Any reference to 'urban zone' means 'urban zone' as defined in Schedule 24 of the Planning Regulation 2017.

#### 6. Changes to this Policy

This Policy is to remain in force until any of the following occur:

1. The related information is amended/replaced; or
2. Other circumstances as determined from time to time by the Council

#### 7. Repeals/Amendments

Version	Date	Action
0.1	DRAFT	

**ALASTAIR DAWSON**  
**INTERIM CHIEF EXECUTIVE OFFICER**

## Schedule 1 – Amenity & Aesthetics Assessment Provisions

Where a proposal does not comply or cannot be conditioned to comply with the assessment provisions, alternate solutions may be considered where an equal or better outcome is achieved when considering amenity and aesthetics impacts upon the character of the area and neighbouring properties.

### 1. Where in one of the following zones and on a lot exceeding 2 hectares:

- Rural zone
- Rural residential zone
- Limited development zone
- Emerging community zone

The building or structure is:

- (A) not located within 50 metres of a public road; and
- (B) not located within:
- (i) 50 metres of an accommodation activity\* on an adjoining property\*; or
  - (ii) 20 metres of an accommodation activity\* on an adjoining property\*, where screened by vegetation or other external treatment (timber battening or the like) in keeping with the built form and character of the locality; and

### 2. Where in one of the following zones and / or on a lot of 2 hectares or less:

- Township zone
- Low density residential zone
- Low medium density residential zone
- Medium density residential zone
- Rural zone
- Rural residential zone
- Limited development zone
- Emerging community zone

The building or structure is:

- (A) not located on a vacant lot; and
- (B) limited to one building or structure per property\*; and
- (C) located behind an accommodation activity\* (or other primary use building) on the same property\*, and not visible from a public place; and
- (D) screened from view of an accommodation activity\* on an adjoining property\* where screened by vegetation or other external treatment (timber battening or the like) in keeping with the built form and character of the locality; and

### 3. All zones

The building or structure:

- (A) has a consistent painted appearance, is devoid of signage, visible rust and discolouration; and
- (B) where not in an urban zone\*, is finished in muted tones in keeping with the character of the locality and surrounding vegetation or other landscape features; or
- (C) where in an urban zone\*, is finished in a colour in keeping with the primary use building on the same property\* or an adjoining urban zoned\* property\*, and
- (D) is sited so as not to:
- (i) obscure views and vistas from neighbouring properties; or
  - (ii) create reflection or glare to neighbouring properties, public roads or other public areas;

- or
- (iii) detract from the scenic amenity of a locality or obscure views and vistas where on or adjacent to a site identified under the Scenic amenity overlay of the *Livingstone Shire Planning Scheme 2018* as:
    - a. Scenic amenity area A or B;
    - b. Scenic transport route (including potential assessment area);
    - c. Green break;
    - d. Coastline foreshore;
    - e. Public viewer place; or
  - (iv) detract from, or otherwise impact on, the significance of a heritage place or 'potential assessment area' identified under the Heritage place overlay of the *Livingstone Shire Planning Scheme 2018*; and
- (E) is not kept on the property for longer than 3 months in any calendar year where the building or structure is not intended to be permanent.

## **14 URGENT BUSINESS/QUESTIONS**

Urgent Business is a provision in the Agenda for members to raise questions or matters of a genuinely urgent or emergent nature, that are not a change to Council Policy and cannot be delayed until the next scheduled Council or Committee Meeting.

## 15 CLOSED SESSION

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

### RECOMMENDATION

THAT the meeting be closed to the public to discuss the following items, which are considered confidential in accordance with section 254J of the *Local Government Regulation 2012*, for the reasons indicated.

#### 16.1 Capricorn Enterprise Agreement Renewal

This report is considered confidential in accordance with section 254J(3)(c), of the *Local Government Regulation 2012*, as it contains information relating to the local government's budget.

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## 16 CONFIDENTIAL REPORTS

### 16.1 CAPRICORN ENTERPRISE AGREEMENT RENEWAL

**File No:** fA2206

**Attachments:**

1. LGA Funding to Capricorn Enterprise Over 15 Years
2. Capricorn Enterprise Funding Request to Council - 05.12.2025
3. Draft Livingstone Shire Council & Capricorn Enterprise Partnership 2026-2030 Clean
4. Draft Livingstone Shire Council & Capricorn Enterprise Partnership 2026-2030 Track Changes

**Responsible Officer:** Sonia Tomkinson - Manager Economy and Places  
Katrina Paterson - General Manager Communities and Environment  
Alastair Dawson - Interim Chief Executive Officer

**Author:** Tahlia Austin - Small Business Development Officer  
Arna Hart - Economic Development Officer

**Previous Items:** 8.15 - Capricorn Enterprise Future Funding Agreement - Briefing Session - 07 Dec 2021 9.00am  
15.1 - Draft Capricorn Enterprise Funding Agreement 2022-2026 - Ordinary Council - 15 Mar 2022 9.00am  
5.9 - Capricorn Enterprise Agreement Renewal 2026/27 - 2029/30 - Briefing Session - 24 Feb 2026

This report is considered confidential in accordance with section 254J(3)(c), of the *Local Government Regulation 2012*, as it contains information relating to the local government's budget.

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#### SUMMARY

*The agreement between Capricorn Enterprise and Livingstone Shire Council is due for renewal in mid-2026. The report provides recommended changes to the current agreement to define the future role of Capricorn Enterprise's partnership with Livingstone Shire Council. These changes are presented for Council's consideration, prior to engagement with Capricorn Enterprise.*

**17 CLOSURE OF MEETING**