

Special Meeting Agenda

To be held at McKinlay Shire Council, Boardroom
29 Burke Street, Julia Creek, Queensland 4823

Monday 28th August 2024, 8:30am

Notice is hereby given that a Special Meeting will be held at the Council Chambers,
Civic Centre, Julia Creek on 28th October 2024 at 8:30am.

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1. OPENING BUSINESS

All Councillors having signed the Attendance Book, the Mayor declared the meeting open.

2. ATTENDANCE

Mayor: Cr. J Fegan

Members: Cr. S Royes, Cr. L. Spreadborough, Cr. F. Malone
Cr. J Lynch (via Telephone)

Staff:

Chief Executive Officer, Mr. Trevor Williams
Director of Engineering, Environment and Regulatory Services, Mr. Cameron Scott
Team Leader, Environmental and Regulatory Services, Mr. Jason Brady
Executive Assistant, Ms Cathy Bowe

Other people in attendance:

Mr Jim Sullivan – Director – PDM
Mr Adam Sadler – Principal Project Manager - PDM

Apologies:

Director Corporate & Community Services, Ms. Tenneil Cody
Acting Director Community Services, Mr Kalan Lococo

3. DECLARATION OF CONFLICT OF INTEREST

4. ITEMS FOR DISCUSSION

5. ITEMS FOR DISCUSSION

4.1 Subject: VP424754 2024 DRFA WP03 Award

Attachments: WP03 PDM Recommendation Report

Author: Director of Engineering and Regulatory Services – Mr Cameron Scott

Date: 23th October 2024

Executive Summary:

The purpose of this report is for Council to consider submitted quotations and award Preferred Contract Status for VP424754 – WP03 Southwest.

McKinlay Shire Council was a declared Natural Disaster Area January and February 2024, due to the effects of Tropical Cyclone Kirrily and associated Rainfall and Flooding event. Council has since undertaken the grant applications in accordance with the QRA guidelines for the Restoration of Essential Public Assets.

Recommendation:

That Council Resolves to:

- a) Accept Crocker Rural as preferred contractor for contract VP424754 and;*
 - b) In accordance with the Local Government Act 2009, Council delegate authority to the Chief Executive Officer to enter into a contract, negotiate, finalise and execute any and all matters associated with or in relation to the contract subject to Council's existing procurement policies and practices and the approval by QRA for the above recommended market value and costs to execute the contract and;*
 - c) Note the submitted amount for Crocker Rural for Contract VP424754 is \$3,884,367.42 (excl GST).*
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Background:

McKinlay Shire Council was a declared Natural Disaster Area January and February 2024, due to the effects of Tropical Cyclone Kirrily and associated Rainfall and Flooding event. Council has since undertaken the grant applications in accordance with the QRA guidelines for the Restoration of Essential Public Assets.

The repair and rehabilitation work for the damaged assets is funded under the Disaster Recovery Funding Arrangements (DRFA) is a jointly funded program between the Australian Government and the Queensland State Government through which provides financial assistance to support with disaster recovery.

This Contract is to undertake and complete road recovery works on approximately 200km of rural road network for the following roads:

- BEENFIELD ROAD
- BINDOORAN ACCESS ROAD
- BULL CREEK STRATHFIELD ACCESS ROAD
- ELROSE BARNSDALE ACCESS ROAD
- IVELLEN ROAD
- LEILAVALE ACCESS ROAD
- OORINDI MCKINLAY ROAD
- PERCOL ROAD
- TOOLEBUC MCKINLAY ROAD

Projects/Report

McKinlay Shire Council (MSC) invited quotations from Register of Prequalified Suppliers (ROPS) for Roads Construction and Maintenance (VP-382241) on the 14th of August 2024 for appointment of a suitably experienced and qualified contractor to conduct rural road recovery repair works.

The request for quotation closed at 2pm on the 18th September 2024. Seven submissions were received for the works:

CONTRACTOR	PRICE
Alexander Plant Hire Pty Ltd	\$3,899,402.60
Crocker Rural Pty Ltd	\$3,884,367.42
Hammer & Co Earthmoving	\$3,218,152.35
Koppen Construction Pty Ltd	\$5,069,718.97
KW Murphy Holdings Pty Ltd	\$3,953,773.24
T's Plant Hire Pty Ltd	\$4,868,969.80
Durack Civil Pty Ltd	\$3,903,904.26

The evaluation team consisted of:

Name	Position/Company	Reason For selection
Cameron Scott	Director of Engineering and Regulatory Services / McKinlay Shire Council	Councils' Executive member responsible for delivery
Jim Sullivan	Program Director / Project Delivery Managers	Engaged to Support MSC DRFA works
Adam Sadler	Principal Program Manager / Project Delivery Managers	Engaged to Support MSC DRFA works

The panel has assessed the conforming tenders in accordance with Council Procurement policy and the following evaluation criteria in Table B – below:

Table B – Evaluation Criteria

Evaluation Criteria	Weighting (%) (Optional)
Value for Money (Pricing, Cashflow & Rates)	40%
Experience, Key Personnel and Capability	30%
Methodology, Technical Data and Program	30%

Refer to Attachment 01 - WP03 – Recommendation Report.

This assessment report recommends that Council accepts Crocker Rural as preferred contractor for contract VP424754 – for Work Package 03.

In accordance with the Local Government Act 2009, it is recommended Council delegate authority to the Chief Executive Officer to enter into a contract, negotiate, finalise and execute any and all matters associated with or in relation to the contract subject to Council's existing procurement policies and practice.

Project Risks

Weather – There is a risk that the 2025 wet season will impact the program. Townsville Earthmoving have allowed for wet weather contingency and provided a working methodology to assist in expediting the return to works, however their construction timeline of 208 days is within construction tolerances and funding timelines This risk is considered low based on the submitted methodology and capability.

Project Program – Works Commence - November 2024 (Crushing) – Prior to Christmas the construction works scheduled shall expedite and proactively manage the wet season - March 2025 (post Wet Season) with an estimated completion of November 2025 – 30 days allowance for wet weather - Allowance for Christmas Shutdown has been programmed. The Program has a float of 3 months to meet the target completion date for all works by the 31st of December 2025. The risk is considered low as there is ample time to complete the works within the funding guidelines (June 30th 2026).

Financial - Value for Money (VFM) – the submitted grant value to the QRA is \$7,758,231.47 the tendering process undertaken demonstrates VFM on the basis of procurement policy compliance. The market has been tested in accordance with Council's procurement policy and practices with all regionally relevant & experience contractors having been requested to make submission. As has been practice for previous disaster recovery and capitals works. Regional market factors including competing projects, size of the scope – economy of scale, availability of subcontractors and timing, antidotally have impacted a greater number of responses for this tender.

Final Bill of Quantities – further negotiations are required with the preferred contractor once the QRA have issued the final approved scope of works. No contract will be entered into and all matters associated with or in relation to the contract are resolved to the satisfaction of the Chief Executive Officer Council's existing procurement policies.

Legal Implications:

Nil

Policy Implications:

Nil.

Financial and Resource Implications:

As provided in the report. The works are fully reimbursable from the QRA.

InfoXpert Document ID:



PROJECT DELIVERY MANAGERS Pty Ltd

ABN 29 126 406 497

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INTRODUCTION

McKinlay Shire Council was a declared Natural Disaster Area January and February 2024, due to the effects of Tropical Cyclone Kirrily and associated Rainfall and Flooding event. Council has since undertaken the grant applications in accordance with the QRA guidelines for the Restoration of Essential Public Assets (REPA).

Contained within is the assessment and recommendation of award of Preferred Contractor. The award of preferred contractor shall allow for the contract negotiations to resolve for award of contract.

Regards



Jim Sullivan

MSC 2024 DRFA - Project Director

1 TENDER EVALUATION CRITERIA

1.1 Pricing

Contractor	BOQ PRICE	Price%	Ranking	Comments
Alexander Plant Hire Pty Ltd	\$3,899,402.60	33.01%	3	Awarded WP02
Crocker Rural Pty Ltd	\$3,884,367.42	33.14%	2	
Hammer & Co Earthmoving	\$3,218,152.35	40.00%	1	Awarded WP01
Koppen Construction Pty Ltd	\$5,069,718.97	25.39%	7	Adjusted Win rate additional \$486,835.85 - Throughput risk - standby risk - haulage risk
KW Murphy Holdings Pty Ltd	\$3,953,773.24	32.56%	5	
T's Plant Hire Pty Ltd	\$4,868,969.80	26.44%	6	Awarded WP04
Durack Civil Pty Ltd	\$3,903,904.26	32.97%	4	

1.2 Methodology – Summary

Contractor	Methodology %	Ranking
Alexander Plant Hire Pty Ltd	17.65%	4
Crocker Rural Pty Ltd	24.71%	1
Hammer & Co Earthmoving	15.88%	5
Koppen Construction Pty Ltd	15.88%	5
KW Murphy Holdings Pty Ltd	22.94%	2
T's Plant Hire Pty Ltd	15.88%	5
Durack Civil Pty Ltd	19.41%	3

1.3 Capability – Summary

Contractor	Capability %	Ranking
Alexander Plant Hire Pty Ltd	24.55%	5
Crocker Rural Pty Ltd	28.64%	1
Hammer & Co Earthmoving	24.55%	5
Koppen Construction Pty Ltd	24.55%	5
KW Murphy Holdings Pty Ltd	25.91%	4
T's Plant Hire Pty Ltd	27.27%	2
Durack Civil Pty Ltd	27.27%	2

2 RECOMMENDATION

2.1 Assessment Summary

Contractor	Total %	Ranking	Comment
Alexander Plant Hire Pty Ltd	75.21%	5	WP02 preferred contractor
Crocker Rural Pty Ltd	86.48%	1	Nominated Preferred Contractor
Hammer & Co Earthmoving	80.43%	3	WP01 preferred contractor
Koppen Construction Pty Ltd	65.82%	7	Adjusted Win rate - Throughput risk - standby risk - haulage risk
KW Murphy Holdings Pty Ltd	81.4%	2	
T's Plant Hire Pty Ltd	69.59%	6	WP04 preferred contractor
Durack Civil Pty Ltd	79.65%	4	

2.2 Recommendation

The Evaluation Committee recommends that Council endorse the nomination of Crocker Rural as the Preferred Contractor for Work Package 03 Southwest, to allow the project team to negotiate for the final Contract Award.

3 CONTRACTOR FEEDBACK

Contractor	Price	Methodology	Capability	Comments
Alexander Plant Hire Pty Ltd	33.01%	17.65%	24.55%	Methodology needed strengthening to reflect if won additional contract.
Crocker Rural Pty Ltd	33.14%	24.71%	28.64%	Recommended.
Hammer & Co Earthmoving	40.00%	15.88%	24.55%	Methodology needed strengthening to reflect if won additional contract.
Koppen Construction Pty Ltd	25.39%	15.88%	24.55%	Price & Approach with additional Win rate - Throughput risk - standby risk - haulage risk.
KW Murphy Holdings Pty Ltd	32.56%	22.94%	25.91%	Resources primarily subcontractors.
T's Plant Hire Pty Ltd	26.44%	15.88%	27.27%	Methodology needed strengthening to reflect if won additional contract.
Durack Civil Pty Ltd	32.97%	19.41%	27.27%	Methodology needs strengthening to reflect Quarry Management.

4.2: Award Sealing Punchbowl Rd

Attachments: Submissions from VP382241 PSA Sealing companies

Author: Director of Engineering and Regulatory Services

Date: 22nd October 2024

Executive Summary:

This report seeks Council's endorsement to engage Stabilised Pavements Australia Pty Ltd to undertake 23,500 m2 sealing works on Punchbowl Rd

Recommendation:

That Council resolves to;

Engage Stabilised Pavements Australia to undertake sealing works on Punchbowl Rd as detailed in their quotation #T5111 for \$241,345.00 Ex GST.

Background:

Punchbowl Road gravel and seal is an approved project in the 2024/2025 Capital works program. 23,500m2 of road is being prepared for sealing, gravel formation was completed in 2023/2024.

Quotations have been sought from the various sealing companies on Council's Road Construction and Maintenance PSA VP382241. This has been brought to Council as the prices exceed the Chief Executive Officers financial delegation.

The following quotations were received;

Koppens	\$297,656.28 Ex GST
Austek Spray and Seal	\$247,510.00 Ex GST
Stabilised Pavements Australia(SPA)	\$241,345.00 Ex GST
RPQ SpraySeal	\$233,250.00 Ex GST
Fulton Hogan	Did not respond.

All submissions required Council supplied water cart, water and traffic control(detour has been set up). RPQ have stated that they Cannot guarantee delivery by the requested date of the 12th December 2024, SPA have stated that they can.

It is recommended that Council engage Stabilised Pavements Australia.

Legal Implications:

All suppliers are on current Council PSA for road construction and maintenance(VP382241).
Providing no legal implications when engaging.

Policy Implications:

Nil.

Financial and Resource Implications:

Budget currently \$460,000 funded 50/50 via TIDS and R2R.

InfoXpert Document ID:



Date Printed 23 October 2024

Quote Number: 24152

McKinlay Shire Council
29 Burke Street
McKinlay 4823

RPQ Spray Seal Pty Ltd
181 Enterprise Street
Bohle QLD 4818
(07) 4774 4400 /
susan.meredith@rpq.com.au
ABN 30 113 612 098

Attention:

Job Title: Seal works on Punchbowl Road CH65-70

Job Location: McKinlay

Description	Quantity	Unit	Rate	Amount
149, Establishment Per Visit				
Site Establishment	1.00	Lump Sum	10,000.00	10,000.00
150, Punchbowl Road				
<u>Punchbowl Road</u> 2 Coat Seal- C170 @1.8 l/m ² 14mm aggregate @ 1m ³ /95m ² & C170 @ 1.3l/m ² , 10mm aggregate @ 1m ³ /160m ²	23,500.00	M2	9.50	223,250.00
Total - Exclusive of GST				\$233,250.00
GST				\$23,325.00
Total - Inclusive of GST				\$256,575.00

Project Specific Conditions:

Prices based on one visit to area with double/double seal to be done on the same day, extra visits/shifts will incur another establishment.

Prices subject to rise and fall of bitumen. Prices based on current October 2024 List price of C170 / 320 ex Townsville.

Prices allow for light brooming of the base prior to sealing. Pavements requiring heavy brooming will incur additional charges.

Water cart and Traffic Control have not been included and must be supplied by client.

Note to council, there has been a shortage of bitumen within North Queensland with 1 supplier out completely and the other nearing the same. This is impacting on programs and we cannot guarantee availability of works to be completed by 12th December.

Project Standard Conditions:

RPQ Group Standard Terms and Conditions

RPQ Group, including but not limited to RPQ Asphalt Pty Ltd, RPQ Spray Seal Pty Ltd, RPQ Services Pty Ltd, Trico Asphalt Pty Ltd, RPQ North Coast Pty Ltd and Rock 'n' Road Bitumen Pty Ltd.

These terms and conditions form part of and are to be read in conjunction with the particulars contained in the Quotation. The Quotation is given by RPQ Group (herein after referred to as RPQ) to the Customer to perform works as specified in the quote and the Customer accepts the quote on the following terms. Where there is a Subcontract Agreement in place between the Customer and RPQ these standard terms and conditions shall form part of the Subcontract Agreement. This RPQ Quotation will also be referenced and listed in the order of precedence of the Subcontract Agreement conditions with the highest level of precedence. If omitted, these RPQ standard terms and conditions will take precedence whether or not it is stated in the Subcontract Agreement.

1. GENERAL

1.1 RPQ reserves the right to vary the rates in the Quotation until such time as a site inspection by an RPQ representative or plans are received and the scope of the works are confirmed.

1.2 RPQ shall not be responsible for any maintenance during or after the completion of work, or after the warranty period.

1.3 RPQ shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of RPQ employees or its agents. RPQ is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.

1.4 In the event of any materials supplied or work performed by RPQ being defective, the liability of RPQ, if any, shall be limited to the replacement of such defective material and/or the remediation of such work. All other guarantees, warranties, undertakings, consequential loss or damage or representation expressed or implied whether arising from statute or otherwise are hereby expressly excluded (except to the extent prohibited by law).

1.5 Clerical and Technical errors are subject to correction at any time by RPQ. Without prejudice and reserving RPQ's rights to claim for a variation to the Subcontract Agreement.

1.6 The Customer shall indemnify RPQ against all claims, damages, demands, penalties, costs, charges and expenses, or consequential loss or damage to which RPQ may become partially or wholly liable through any work required to be done by RPQ, or goods and materials to be supplied by RPQ in accordance with the Customer's specifications.

2. PRICE AND PAYMENT

2.1 The price stated includes:

2.1.1 Current costs for transport (where specified), labour and materials, including Bitumen, and shall remain valid for 30 days, unless otherwise specified in the quote. Items containing Bitumen are subject to the rise and fall of the RPQ registered suppliers agreed price of Bitumen from the Quotation date to the commencement of the work, based on Department of Main Roads Minor Works Contracts clause B19 Adjustment For The Cost Of Bitumen. RPQ reserves the right to pass on changes in the RPQ registered suppliers agreed price of Bitumen at their own discretion;

2.1.2 The work being carried out during normal working hours Monday to Friday, 7.00am to 5.00pm, unless otherwise specified by RPQ. Work completed outside these hours at the request of the Customer will attract additional charges;

2.1.3 An assumption that all measured areas and project particulars that are supplied by the Customer, are accurate; and the price is subject to variation if any of the above measured areas or project particulars are inaccurate, insufficient or have varied from the date of the Quotation. An agreed quantity for the variations is required to be signed off prior to the commencement of works and a negotiated rate for the variations will be determined between the client and RPQ. RPQ reserves the right not to proceed until a rate for the variation is agreed upon by the Customer.

2.1.4 The quoted rates being subject to change if the scheduled quantity, or the constructed quantity varies by more than 10% of the stated scheduled quantity in the Quotation. Either RPQ or the Customer can request a requote of the relevant items quoted rate.

2.2 The price does not include:

2.2.1 Any additional services not detailed in the Quotation, and the price is subject to variation to take account of changes in any exclusions or additional services requested or deemed necessary by RPQ to undertake the work.

2.2.2 Provision for site specific conditions or allowances, unless otherwise specified.

2.2.3 The cost of inductions for crews, including online inductions, police checks, medicals or ASIC searches with the exception of an onsite induction prior to the commencement of the works of up to twenty (20) minutes. Time in excess of 20 minutes will be charged at \$100.00 per hour per man or part thereof.

2.2.4 Unless otherwise stated, the Customer will be responsible for the cost of all site testing.

2.3 This Quotation is based on the full range of services stated in the Quotation and is not open to acceptance in part, except for any provisional items and rate only items as specified in the quote.

2.4 The Quotation may be in the form of a Lump Sum, a Lump Sum with Unit Rates, or a Schedule of Unit Rates. Unit rates are quoted in accordance with the following:

2.4.1 When a price per unit of weight is stated, the quantity shall be based on weight shown on the delivery docket.

2.4.2 When a price per cubic metre is stated, the quantity, in the case of bitumen sealing, will be based on the area of work completed divided by the spread rate, in the case of excavation of material, the quantity will be work area completed multiplied by the depth of the cut.

2.4.3 When price per unit of area is stated, the quantity shall be based on the measurement of actual surface area, measured to include grade changes of the completed work.

2.4.4 When a price per unit of length is stated, the quantity shall be based on the measurement of the total length of the work completed, measured to include curves and changes in grade.

2.4.5 For items quoted on number basis, the quantity will be based on the number of items installed or supplied.

2.5 Terms of payment – Unless otherwise stated in the Quotation, electronic payment is required 24 hours prior to commencement of the works, and a credit application is to be completed and accepted by RPQ. All approved account Customers will be invoiced either as a progress claim or at completion of work. All accounts must be paid within thirty (30) days of end of month from date of our official invoice, unless otherwise stated.

2.6 No deductions or retentions whatsoever shall be made by the Customer unless stated in Quotation or Subcontract Agreement and agreed by RPQ.

2.7 RPQ reserve the right to charge interest on any overdue amounts., at a market rate for ANZ Business Loans as listed for the relevant period.

2.8 If required by RPQ, the Customer shall provide a bank guarantee for the Total Price, or in a form acceptable to RPQ

3. SPECIFICATIONS

3.1 Unless otherwise stated by RPQ in the project specific conditions, materials and works will comply with Main Roads Specifications MRTS30 or Brisbane City Council S310 - Supply of Dense Grade Asphalt. Materials and Works outside the scope of Main Roads Specifications will be in accordance with the relevant Australian Standard if one is available. Consideration of the Customer Specifications supplied during and subsequent to

the Request for Quotation may incur additional costs and unless specifically stated in the Quotation, the additional costs will be charged to the Customer. At the discretion of RPQ it may elect to supply and carry out the works as detailed in the Customer documentation provided to RPQ at, during and subsequent to the tender stage. The final specification to be agreed by the Customer prior to commencement of the works on site.

3.2 Asphalt pavements with falls of 1% or less cannot be considered to have adequate fall to stop water ponding. Where the cross-fall from crown to gully (including invert pavements) is less than or equal to 1%, RPQ will not warrant any work damaged by water ingress or be held responsible for ponding of water on the pavement.

3.3 Site Testing will not be automatically carried out but will only be done if requested by the Customer prior to delivery, or if it is a requirement under the specifications.

3.4 It is agreed by the Customer that RPQ is not responsible for the following:

3.4.1 additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the Quotation or otherwise specified in the conditions of the quote.

3.4.2 excavation of rock, milling of concrete or other similar hard materials unless otherwise specified in the Quotation.

3.5 Any specific specification required by the Customer in respect of the materials supplied shall be stated in the Quotation and confirmed by RPQ. In respect of Asphalt, unless specified otherwise, the asphalt shall be based on a Class 320 Binder. The Customer shall be liable for any charge arising from a specification requirement or request from the Customer to change the Binder type. Unless specified otherwise, and agreed to in writing, RPQ does not make any claims to a pavements fitness for purpose, including, but not limited to its adequacy to support the intended loads imposed on it, the adequacy of the surface water drainage of the finished works, or the specifications are correct or appropriate for the intended purpose.

3.6 Where survey is required, a model will be provided to RPQ to substantiate the substrate surface. Where survey is not provided, the Customer will be required to sign off on works as completed and accepted as per actual works carried out. RPQ will be paid according to the actual works carried out. Where the Customer elects to provide survey, adequate survey, which may include a design model, level control, as constructed survey to each subsequent layer of asphalt as deemed necessary by RPQ to comply with the relevant Specifications, must be provided. The condition of the subgrade / substrate / base condition will be tested with a water cart and proof rolled. Should the subgrade / substrate / base fail testing and the Customer decide to proceed, a hold point will be signed on the ITP and the warranty will be voided. Unless the site where the works are carried out is a state-controlled road, DTMR warranties, deductions and specifications will not be applicable to the works. Under this circumstance, a limited suite of specification requirements, such as manufacturing specification will be applicable.

3.7 Surface preparation involving cleaning and sweeping (light brooming up to 2 passes only).

4. SITE AND ACCESS

4.1 The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the Customer.

4.2 Where site access is restricted, site access must be via an all-weather track, of sufficient size for machinery access, unless otherwise stated in the Quotation. No allowance has been made in the quote for construction of access tracks, unless otherwise stated. RPQ shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

5. CANCELLATION, DELIVERY, PROPERTY AND RISK

5.1 RPQ requires adequate notice from the Customer prior to the commencement of the work. The time for required for adequate notice varies though out the year. No guarantee is given by RPQ that work will commence on the date requested or that work will be completed by any particular date. RPQ will not be liable for any loss or damage in any way arising whatsoever as a consequence of RPQ failing to commence work by any particular date, or by failing to complete the work by any particular date.

5.2 If the Customer cancels an order through no fault of RPQ and without giving adequate notice, usually twenty four (24) hours, but not limited to 24 hours when giving consideration to procurement of materials specific to the work, or dispatch times that are adequate to start the work at the programmed start time, we reserve the right to charge the Customer for any expenses incurred.

5.3 Works will only be programmed the day after all regulatory inspections are completed. Should the client request programming of works on the day of inspection, a cancellation fee will apply if unable to proceed with the programmed works

5.4 RPQ reserves the right to withdraw from the quote prior to the commencement of work, with no liability to RPQ of costs incurred by the Customer for any reason.

5.5 Until payment in full, RPQ shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the Customer hereby authorises RPQ to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.

5.6 Tender of the materials to the work site constitutes delivery of the materials.

5.7 Any risk related to the material, whether in the form of degradation of the material for its intended use, damage to the surrounding environment, or loss, passes to the Customer at the time of delivery of the materials.

5.8 Where unloading of materials is not completed within 20 minutes of arrival at no fault of RPQ, RPQ may, at its own discretion, charge the Customer for waiting time or vehicle hire, in respect of the delay for the additional time to unload the vehicle at a rate determined by RPQ.

6. SHORTAGE OF MATERIALS

6.1 RPQ shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith incurred by the Customer) which are attributable to transport delays, unavailability or shortage of materials, plant or equipment breakdown, industrial stoppages or any other cause whatsoever which is beyond the direct control of RPQ.

7. ASPHALT OPERATIONS (Supplementary terms and conditions but not limited to the following)

7.1 Pavements not constructed by RPQ, which are shaped outside the adjustable limits of the paver, or undulate, or are deeper than the design depth with respect to expected finished levels, cannot be laid to a consistent design depth. This necessitates the use of extra asphalt. The Customer will be liable for this extra asphalt at the quoted rate. Should the quantity used fall outside the quoted quantity by an amount greater than 10% of the quoted quantity, then RPQ or the Customer is entitled to a requote of the item if either party requests a requote.

7.2 Where a rate is provided in the Quotation for typical density of the asphalt, the Customer is to be aware that RPQ will charge the Customer based on the actual compacted density obtained from the laboratory asphalt summary report and agreed quantity sheet.

8. MILLING OPERATIONS (Supplementary terms and conditions but not limited to the following)

8.1 RPQ shall not be liable in any manner whatsoever for damage caused to any services that are not clearly identified on the work site.

8.2 RPQ is not responsible for employing service locating contractors on any work site, and the Customer, in agreeing to these terms and conditions, understands that it is the responsibility of the Customer to locate and mark out any services, or other objects that they could have been reasonably expected to have knowledge of their existence.

8.3 RPQ reserve the right to charge for any damage to machinery or personal injury, or losses incurred if a collision with an object, or service occurs, that is not located by the Customer.

8.4 Unless specified otherwise, milling rates does not include cutting concrete.

8.5 The Customer shall be responsible for the cost of any requirements of the Red Imported Fire Ant (RIFA) legislation. If RPQ have allowed for the removal of spoil off site, then it has been assumed that the material has been inspected and a movement certificate obtained to allow the material to be transported to a site outside of a restricted area.

8.6 RPQ reserves the right to withdraw from works where milling of materials are clogging the drum of the milling machine repeatedly. RPQ will invoice the portion of the work carried out on a pro-rata basis. RPQ will not be held responsible for any consequential loss by the Customer or excavation of the material by any other method.

9. SEALING OPERATIONS (Supplementary terms and conditions but not limited to the following)

9.1 Where the work requires RPQ to supply and stockpile aggregate on site, the Customer is to nominate a suitable, clean and hard stockpile site at no cost to RPQ.

9.2 Where the work requires RPQ to cart aggregate to the work site from a stockpile site, the site must be located within three kilometres of the work site, and RPQ reserve the right to apply additional charges outside cartage outside of three kilometres, unless otherwise specified in the quote

9.3 Where the work requires RPQ to load aggregate from a stockpile site, a site suitable for safe mechanical loading is to be supplied, and RPQ will not be responsible for remediation of the site, or any costs incurred to remediate the site.

9.4 Unless specified otherwise, the Customer is responsible for removing any loose aggregate from the site. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.

9.5 Unless specified otherwise, the Customer is responsible for the erection and maintenance of all warning signs at the work site, including "Windscreen Damage" signs. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.

9.6 The Quotation is based on the seal spray rates as detailed in the relevant schedule of rate item. Any variance to this rate required during the seal design verification process due to site conditions and/or other reasons outside the control of RPQ will be deemed to be a variation to the Subcontract Agreement. For the period ending 30 June 2019, the additional charge for every 0.10L increase per square metre is \$0.10 i.e. tender schedule of rate item nominates 1.2L/m² spray rate; design verification process nominates 1.3L/m² spray rate; RPQ will claim original tender schedule rate for 1.2L/m² spray rate plus an additional \$0.10 due to 0.1L/m² increase as per design verification process.

10. WARRANTIES

10.1 All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion, unless specified otherwise in the Quotation.

10.2 Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to RPQ within seven (7) days of identifying the defect.

10.3 Warranty will be voided with respect to reflective cracking occurring in asphalt pavements when the cracking is caused by the underlying pavement courses. Where Bitac Strips are placed over underlying cracked pavements prior to the asphalt overlay, warranty will be voided should reflective cracking occur. Bitac Strip is an industry accepted practice for minimising the occurrence of reflective cracking caused by the underlying pavement cracks.

10.4 Warranty will be voided with respect to damage being caused by overloading of the pavement, spillages or damage, regardless of cause.

10.5 Warranty will be voided with respect to damage being caused by excessive moisture ingress in underlying pavement, regardless of cause.

11. DEFINITIONS

11.1 "Customer" means the entity who has agreed to accept the Quotation, and for the purpose of executing the works, includes the Customer's employees, agents, sub-contractors.

11.2 "Quotation" means a proposal by RPQ to the Customer to carry out "works" for an agreed sum of money with terms and conditions attached.

11.3 "works" or "work" means the whole of the work, including provision of materials, to be carried out and completed in accordance with the Quotation, including variations.

11.4 "work site" or "site" means the lands and other places to be made available, and any other lands and places made available to RPQ by the Customer for the purpose of completing the works in the Quotation.

11.5 "project specific conditions" means conditions by which "works" are to be carried out, as set out in RPQ "Quotation".

11.6 "charge" means a monetary sum applied to the Customer's account or bill.

11.7 "Total Price" means the monetary figure shown in the RPQ Quotation.

11.8 "Request for Quotation" means a request for a proposal by the Customer for RPQ to provide pricing and quantities to carry out "works" for an agreed sum of money with terms and conditions attached.

11.9 "Maintenance" means any works after completion of the quoted Works. The Customer acknowledges that the completed quoted Works will be paid in full and that the RPQ Group have made no allowances for any further costs or retention of funds from the Customer.

11.10 "Rate or Rates" means to the cost per unit stated of an item.

11.11 "Main Roads Specification" or "DTMR" means the current Department of Main Roads Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.

11.12 "Brisbane City Council Specifications" or "BCCS" means the current Brisbane City Council Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.

11.13 "Site Testing" means any requirements under the Asphalt or Bitumen Sealing Specification requirements only.

11.14 "Survey" means a general requirement under the relevant specification which is not limited to any design requirements, survey pick-up, computations, survey control (Pavesmart or Paveset) and set-out, as constructed data as necessary and ride testing.

QUOTATION ACCEPTANCE FORM

Client Details (Client To Complete)

Entity
Registered Address
ABN

I acknowledge that I have read and understand the attached Quote and RPQ's terms and conditions.

(Client To Complete)

Order Number

Expected Commencement of Works

Clients Onsite Manager/Foreman Name

Clients Onsite Manager/Foreman Number

Client Representative Name
(Quote Approver)

Client Representative Position

Client Representative Contact Number

Client Representative Email

Date

Signature

For programming and acceptance of your quoted works, please contact:

RPQ Representative	Phone	Mobile	Email
Sue Meredith	07 4774 4400	0418 777 152	susan.meredith@rpq.com.au

Thank you for the opportunity to quote on your project.

Daniel Fomekong
Email: dfomekong@koppens.com.au
Koppen Construction Pty Ltd
4/10 Grafton Street
CAIRNS QLD 4870

Attn: Cameron Scott – McKinlay Shire Council

RE: 2 Coat Seal – Punchbowl – Ch65000 – Ch70000

We have the pleasure in submitting our quotation of for the above-mentioned project.

Item No.	Work Item Description	Unit of Measure	Quantity	Unit Rate (\$) exc GST	Amount (\$) exc GST
1	Mobilization/Demobilization	LS	1	\$28,864.00	\$28,864.00
2	2 Coat Bitumen Seal as per seal design	m2	23500	\$11.44	\$268,792.28
Total GST Exclusive					\$297,656.28

Notes:

- Seal Design:
Spraying bituminous material, treatment type [D/D Seal lower coat], binder[C170], spray rate [1.8L/m2],
Spreading cover aggregate [16mm], [95m2/m3], [including] supply of cover aggregate
Spraying bituminous material, treatment type [D/D Seal upper coat], binder[C170], spray rate [1.3L/m2],
Spreading cover aggregate [16mm], [160m2/m3], [including] supply of cover aggregate
- No provision for Traffic Control
- Water Cart supplied by Client

Please note, this quote is based upon information supplied to Koppen Bitumen by the client and is valid for 30 days only. If any details change from the information supplied, Koppen Bitumen reserves the right to review our quotation.

Should you require any further information please do not hesitate to contact our office.

Yours Sincerely,



Daniel Fomekong
Koppen Construction Pty Ltd

Quotation Acceptance:

I/We _____ hereby acknowledge and accept as a representative on behalf of the Client, this quotation and agree to the relevant term and conditions as set out.

Name:

Signature:

Position:

Date:

Order No:

Conditions of Quotation

1. DEFINITION AND INTERPRETATION

'Client' means the customer named on the quotation, and if no customer is named, the customer whom the work is supplied to. 'Company' means

Koppen Construction Pty Ltd.

'Conditions' means these conditions of quotation and any additional matters prescribed on the face of this quotation.

'Consequential Loss' means loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment (other than cost or repair), loss of opportunity or expectation loss and any form of consequential, special, indirect, punitive, or exemplary loss or damages, however it arises (including as a result of negligence).

'Includes' or 'including' means includes or including without limitation.

'Intellectual Property' all registered and unregistered rights in relation to present and future copyright, trademarks, designs, know-how, patents, confidential information, moral rights and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organization 1967.

'Loss' includes any loss or liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, demand, injury or death and a fine or penalty imposed by a statutory or other authority.

'Pavements' means ground conditions or road base as applicable at the Site prepared by the Client.

'Rates' means the unit rate shown on the face of this quotation, or otherwise used to calculate the prices in the quotation. 'Site' means the location for

performance of the Work specified on the face of this quotation.

'Work/s' means the materials, or the materials and services supplied or to be supplied by the Company as described on the face of this quotation. If not described on the face of the quotation, it is excluded from the quotation and the scope of works.

2. AGREEMENT

Except to the extent otherwise explicitly agreed in writing between the parties, the Conditions (together with any credit application completed by the Client (and credit guarantees, if applicable) govern the entire relationship between the Company and the Client in connection with the Work and will prevail over any other document (including purchase order terms or procurement terms provided by the Client or terms on the back of delivery dockets to the extent inconsistent with these Conditions). To the extent of any inconsistency between the credit application, the credit guarantees and these Conditions, these Conditions prevail. The Client acknowledges that it has not relied on any representation, inducements, warranty or promise which is not set out in these conditions. The Conditions may only be varied by both parties' agreement in writing.

3. VALIDITY

This quotation is an offer open to acceptance by the Client within 30 days from the date on the quotation and any such acceptance must be on the basis that Work is started within 3 months of the date of the quotation; the offer is made subject to the Client meeting Koppen Construction Pty Ltd credit approval requirements. The Client's written order to commence the Work or commencement of Work by the Company constitutes acceptance of the offer.

4. LIMITATION OF LIABILITY AND INDEMNITY

4.1 The Company shall not be liable in any circumstances:

- (a) for any damage to any property of whatsoever kind situated in, on or adjacent to the Site resulting from Work performed in accordance with these Conditions;
- (b) for any damage to the Works or to any other property, land or thing which is caused by chemicals from naturally occurring ground conditions such as acid sulphate subgrades or imported fill, or ground water with high acidity or alkalinity or caused by force majeure;
- (c) for any defects in the Works unless the Client notifies the Company within 90 days of the dates of delivery of the materials or the supply of the services specifying the defect, which notice shall be a condition precedent to any right to recover by the Client;
- (d) for any Loss arising from delay for whatsoever reason;
- (e) for any Consequential Loss arising for whatsoever reason;
- (f) for any Loss arising from materials supplied by the Company being placed or installed by others.

4.2 The Company's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid by the Client for the Works.

4.3 To the maximum extent permitted by law, the Client hereby indemnifies and forever holds harmless the Company from all Losses:

- (a) caused or contributed to by any negligent and / or wilful act or omission or any breach of these Conditions by the Client; or
- (b) Incurred or suffered by the Company arising from the carrying out the Works in accordance with the Client's request or directions.

5. PRICE

5.1 The Works will be paid for by the Client at the rates according to the actual quantities supplied as shown on the delivery docket/timesheet or daywork record sheet.

5.2 The Client acknowledges that:

- (a) the rates are based on prices for materials, labour rates, rail haulage rates and road haulage rates, taxes, levies and duties applicable as at 12:00pm (noon) on the date shown on this quotation; and
- (b) the rates and prices are subject to rise in such rates and prices as shall occur between the date shown on this quotation and the date of completion of the Works and the Company may pass on, and the Client agrees to pay, any such increase. Without limitation, the Company can pass on increases in taxes, duties, awards, rates of exchange, supply fluctuations and cost, changes in conditions or circumstances, and variations requested, approved or required by the Client or otherwise arising by necessity.

6 EXTENT OF WORK

- 6.1 This quotation is based on supply of the full range of Works performed at the site. Should the location of the site change or there be a reduction in the scope of Works (including reduction in supply of quantities of product), the Company reserves the right to increase the rate or price for the quantities actually supplied to compensate the Company for any Loss or additional cost or expense arising from its reduction in the scope of Works and/or the change in site location.
- 6.2 If the Company commences the Works, and terminates in accordance with Clause 16 of the Conditions, the Client will be liable to pay for the Works actually performed by the Company and for other expenses and costs incurred in anticipation of completing all the Works. The amount to be paid by the Client to the Company will be determined by the Company having regard to the rate, materials and products supplied, adjusted for establishment cost, fixed costs, overheads and loss of profit and to the proportion of Works actually performed, whether or not that Works is satisfactory to the Client or the local authority or any other relevant authority or person.

7 JOB AVAILABILITY

The Company requires adequate notice from the Client of the time when the Client would prefer the Works to be performed. What constitutes as 'adequate notice' shall be at the Company's sole discretion. No guarantee is given by the Company that the Works will commence on the date requested or that the Works will be completed by any particular date. Should the execution of the Works not be possible for any reason whatsoever then the maintenance of the Pavement in an acceptable condition up until the time of the performance of the Works shall be the responsibility of the Client.

8 POSTPONEMENT OR CANCELLATION

Subject to the provisions of clause 5, labour, equipment and materials will be dispatched in quantities as ordered by the Client and at such times so as to enable performance of the Works at the times advised by the Client. Should execution of the Works be subsequently delayed for any reason beyond the control of the Company or as a result of any cause which the Client is or should reasonably have been aware of, all Loss incurred or suffered by the Company arising from the delay will be paid for by the Client and the Client shall indemnify the Company in respect of such Loss.

9 SITE ACCESS

The Client will be responsible for providing adequate, suitable, safe and timely access to the site for the Company's equipment, material and personnel and the Client will indemnify the Company for all Loss (including delay costs, establishment costs and outlays) incurred by the Company as a result of failure to provide such access.

10 HOURS OF WORK

- 10.1 Unless otherwise stated herein, this quotation is based on the whole of the Works being conducted during normal work hours as defined below. Should it be necessary to conduct the Works, or any necessary establishment work on a Sunday or Public Holiday, or outside normal work hours, then additional charges will apply which will be calculated in accordance with the variations clause.
- 10.2 The Company's standard hours of business are between the hours of 6:30am to 5:30pm Monday to Saturday ("normal work hours").

11 ADDITIONAL SERVICES

The Client acknowledges that any additional services or materials required by the Client that are not specified on this quotation, which the Company agrees to supply or carry out, will be paid for by the Client at a rate to be determined in accordance with Clause.

12 VARIATIONS

The Company is not obliged to carry out any variation which is outside the scope of the Works. Any variation that the Company does carry out shall be subject to these Conditions, shall be issued in writing and charged and paid for by the Client at an agreed rate or failing agreement at the rate determined by the Company.

13 MAINTENANCE

This quotation does not account for any maintenance after completion of the Works. The Client acknowledges that the Works will be paid for in full and the Client has no right for a retention of any monies unless otherwise agreed upon by the Company in writing prior to the commencement of the Works.

14 RISK

Upon delivery of any materials that are subject to this quotation, to the site or any temporary stockpiles, all risk in relation to the materials shall pass to the Client. Property in the materials shall not be passed on to the Client until the Company has been paid in full. Where materials are sold ex-bin, the risk is passed to the Client when the material is loaded on the Client's vehicle.

15 TAX INVOICES

The Client acknowledges that Koppen Construction Pty Ltd (ABN: 74 600 199 120) has been appointed agent for the purpose of invoicing and receiving revenue on the Company's behalf. The Client agrees to pay the amount shown on invoices issued by the Company (or its agent, Koppen Construction Pty Ltd) by the due date shown on the invoice and if there is no due date shown, within 14 days of the date of the invoice. Invoices will be issued monthly, and interim invoices can be issued at any time and the Client agrees to pay interim invoices regardless that all the Works may have not yet been completed at the date of the interim invoice. A final invoice will be raised at completion of the Works.

16 TERMS OF PAYMENT

- 16.1 The Client must pay invoices in full, without any deduction or set off, within 30 days of the date of the invoice and shall not be subject to any retention monies being held.
- 16.2 The Client agrees to pay:
- (a) interest on overdue amounts at the rate of 15% per annum compounding monthly until the amount is paid in full; and
 - (b) all expenses, costs (including legal fees on a solicitor and own client basis), Loss and damages that the

Company may incur or suffer as a result of a default in payment or the Company having to exercise any rights it may have, including the right to take recovery or enforcement action against the Client.

16.3 The Company may suspend the Works or the performance of any of its obligations without notice to the Client where the Client's account is in arrears or where the Company deems the site or other conditions of carrying out the Company's obligations unsafe. In such a circumstance, the Client is solely responsible for all loss or damage arising from the suspension and releases the Company from all Loss and claims.

17 TAX

17.1 The prices quoted herein do not include any statutory or Government charges. Should any such charges or any other revenue tax become applicable to the materials the subject of this quotation such tax or charge as the case may be charged to and paid for by the Client in addition to the price otherwise payable under this quotation.

17.2 Prices and other amounts quoted by the Company are exclusive of GST. Notwithstanding anything else in these Conditions, if the Company has any liability to pay the Goods and Services Tax ('GST') on any materials and/or services supplied herein to the Client, the Client shall pay to the Company the amount of such GST at the same time as amounts otherwise payable to the Company.

17.3 If the introduction of a regime relating to the emission, removal, mitigation, reduction, avoidance or sequestration of greenhouse gases ('Carbon Scheme') results in any additional financial burden to the Company arising from the manufacture or supply of the Goods and works, the Company may increase Rates to recover the reasonable net costs incurred arising from such Carbon Scheme.

20 FORCE MAJEURE

The Company shall not be liable in any way for any delay in the performance of Works where such delay occurs by reason of any cause whatsoever beyond the reasonable control of the Company, including without limiting the generality thereof, restrictions of Government or other statutory authorities, wars, fires, epidemics, failure or fluctuation in any electrical power supply, storm, flood, earthquake, accident, labour dispute, materials or labour shortage, the change or introduction of any law or regulation or an act or omission of any supplier or other third party or any failure of any equipment owned or operated by them.

21 INFORMATION

21.1 The Client acknowledges and agrees that:

- a) the Client must provide all relevant information (including all specifications relating to the Works, details relating to the Site, and other matters that may affect the Company's ability to complete the Works) to the Company to enable the Company to perform the Works; and
- b) the Company in giving this quotation has relied upon the accuracy and completeness of such information, and the Client hereby warrants to the Company the accuracy and completeness of all information supplied.

21.2 If the Company has provided the Client with any information (including any design services or other advice) in connection with Works, the Client acknowledges that it has formed its own opinion as to the correctness or otherwise of the information and has not and will not rely on the Company in respect of such information.

21.3 All Intellectual Property of the Company, including any developed during the course of performing the Work, shall remain the sole property of the Company and no license, right or other interest of any kind in respect of such Intellectual Property is granted, created or transferred to the Client. The Client must not reproduce, deal with or use such Intellectual Property without the Company's prior written consent.

22 CLARIFICATIONS

22.1 As stipulated in the Quotation offer.

23 INCLUSIONS

23.1 As stipulated in the Quotation offer.

24 GENERAL

(Severance) Any provision of these Conditions which is unenforceable or partly enforceable is, where possible, to be read down so as to be enforceable, and if it cannot be read down, severed to the extent necessary to make these Condition enforceable, unless this would materially change the intended effect of these Conditions.

(Waiver) A right may only be waived in writing, signed by the party giving the waiver and no other conduct of a party (including failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.

(No Implied Warranties) To the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Conditions by law or statute (including those relating to quality or fitness for purpose).

(Insolvency) If the Client is or becomes or is presumed to be insolvent (including where any steps are taken by a mortgagee to enter into possession of the Client's assets, or to have a receiver, administrator or liquidator appointed in respect of the Client, or to have the Client declared bankrupt, or enter into any scheme of arrangement), the Company may immediately terminate its engagement under these Conditions.

(Governing Law) These Conditions are governed by the laws of the State or Territory in which the Work is performed. If Work is performed outside of Australia, the Conditions are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts. (Insurance) The Client must take out and maintain those policies of insurance that would be held by a reasonably prudent customer in the position of the Client.

(No Adverse Interpretation) These Conditions are not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of the Conditions to protect itself.

25 STANDDOWN

If the crew is delayed by direction from the client, inclement weather or poor pavement construction not allowing seal a standdown rate will be charged. The Standdown rate is \$1400.00 (excl GST) per hour. Minimum standdown 4 hours.



21st October 2024

SS-2024-471

McKinlay S.C.

Attention: Jayne Blair

Quotation – Punchbowl Road, McKinlay Shire

Thank you for the opportunity to quote on the abovementioned works. Please see below the schedule of rates for each location and Item. All item quantities are estimates only and may vary slightly if there are any unforeseen issues surrounding some of the removal items.

Scope of works: Sealing works

Drawings: As per quote request

ID	Description	UOM	QUANT.	Rate	Value (gst exc)
01	S&S 2 coat 14/10mm seal	M2	23500	\$9.66	\$ 227,010.00
02	Establishment	LS	1	\$20,500.00	\$ 20,500.00
Total					\$ 247,510.00

Project Specific Conditions:

No Water Cart or Traffic Control has been allowed for:

. Our quotation is based on the information supplied by the client at the time of this submission. It is the client’s responsibility that the Information supplied is correct and reflective of actual conditions and requirements on site. 2. Traffic control and/or police attendance is not included in the above rates unless specifically noted otherwise. 3. Rates assume the use of our normal suite of spray seal & asphalt placement equipment, including tip trucks, in any work areas. Should the works preclude the use of our normal equipment, we reserve the right to re-price those sections of work. 4. Our submitted rates are based on standard Day Shift 6am to 5pm Monday to Friday. 5 Should the quantities vary by more than 10% from those stated in the schedule, Austek Asphalt Services reserves the right to revisit and / or reprice the scheduled rates supplied. 6. The quoted rates are based on our nominated Asphalt Design for this project. Should the actual Design differ from those stated for any reason; our submitted rates will require revision.

VISITS

9. Item has been removed. 10. Item has been removed. 11. Item has been removed. 12. Rates do allow for inductions. 13. Our rates assume that the client provides safe access and egress from the work site. (i.e. if TC is required for a safe access the site the PC will provide this and not cost to Austek Asphalt Services). 14. Item has been removed. 15. Item has been removed. 16. All materials supplied and Works performed by Austek Asphalt Services will comply with the Customer's specifications and if no specifications relative to the materials or Works are in place, Austek Asphalt Services will supply materials or perform the Works in accordance with Austek Asphalt Services current specification applicable to the type of materials or Works. Austek Asphalt Services does not take responsibility for pavement design and the client is required to notify Austek Asphalt Services in writing if they do not wish to proceed with the specifications quoted prior to commencement of works. 17. Item has been removed. 18. Item has been removed. 19. If the client cancels a programmed shift within 5 hours of the shift commencing then Austek Asphalt Services reserves the right to pass on any external (subcontractor) costs Austek Asphalt Services has incurred due to (subcontractor) minimum cancellation notification requirements. 20. Rates do not allow for the provision of as-constructed drawings. 21. Rates allow for task lighting for night shift works. 22. Item has been removed. 23. Item has been removed. 24. Quotation assumes area will be clear of any obstacles allowing for the unimpeded operations of Austek Asphalt Services crews. Should this not be the case, Austek Asphalt Services reserves the right to revisit quotation.

Standard Conditions:

- Where the signing of a Subcontract Agreement is required for these works, then all submitted prices will be subject to review and final adjustment for any additional costs involved. - Quotation prices are offered in accordance with the attached Company terms & conditions. Should this quotation be successful, please sign & return the Acceptance of Quotation. - This quotation remains open for acceptance for 30 days from the date of issue, prices subject to review after this period. - This quote is subject to Rise and Fall of Bitumen from the date of the quote until the date the works are carried out - Seal Designs are not included in this rate - Quotation is based on works being carried out within normal working hours 700am - 400pm Monday to Friday - The quantities listed are approximate only and our invoice will be based on actual quantities completed. - Austek Asphalt Services reserves the right to adjust its prices relating to the provision of goods and services under agreement to accommodate cost increases relating to the commencement of the Clean Energy act 2011. - No deductions, retentions, back charges or set - offs are to be made by the customer against payment for these works. - Inductions/Medicals will be charged at \$120/man/hour after the 1st half hour

QUOTATION STANDARD TERMS AND CONDITIONS

These terms and conditions (Terms) will apply to any works (Works) (including the supply of materials) described in Austek Asphalt service's quotation (Quotation) and undertaken by Austek Asphalt Services at the Customer's request. Expressions used in the Quotation have the same meaning in these Terms.

1. PRICE AND PAYMENT

1.1 Subject to these Terms, Austek Asphalt Services will complete the Works for the Price. 1.2 Unless the Customer has entered into written terms of credit with Austek Asphalt Services, the Price must be paid in full by the Customer to Austek Asphalt Services before Austek Asphalt Services is required to deliver any materials or commence the Works. 1.3 Austek Asphalt Services may by notice to the Customer adjust the Price if: 1.4 during the period between the date of the Quotation and the commencement of the Works, the cost of labour or materials have changed; 1.5 the Works described in the Quotation are different from the work actually performed by Austek Asphalt Services pursuant to the Quotation or as required by the Customer; 1.6 Austek Asphalt Services may charge for any materials ordered by the Customer where the Customer, without reasonable prior notice to Austek Asphalt Services, refuses or is unable to accept delivery of the materials. 1.7 Any claim for alleged short delivery of material must be made by the Customer in writing within 7 days of delivery, failing which the quantity stated on the delivery docket will be deemed to be the actual quantity supplied, for which the Customer will be liable. 1.8 No deductions, retentions, back charges or set-offs are to be made by the Customer.

2 SITE AND ACCESS

2.1 The Customer must: 2.1.1 provide Austek Asphalt Services with sufficient and safe access to and egress from the Site at all reasonable times, such that Austek Asphalt Services can undertake the Works in a safe and uninterrupted manner; 2.1.2 procure all consents, approvals, licences, permissions and permits required for Works, except those specified in the Quotation or entirely within the control of Austek Asphalt Services; 2.1.3 provide Austek Asphalt Services with all information relevant to the Works including the location of utilities; 2.1.4 mark the position of all services including pipes, drains, manholes, wiring and any obstacles in, under or about the Site; and 2.1.5 inform Austek Asphalt Services of any conditions affecting the Site or the Works which may impact upon the Works. 2.2 The Customer must ensure that the Site is: 2.2.1 prepared and maintained as specified in the Quotation and in a manner, that is in all respects fit for the purpose and suitable for Austek Asphalt Services performance of the Works; and 2.2.2 a safe workplace, such that Austek Asphalt Services can undertake the Works without risk of injury. 2.3 Should Austek Asphalt Services discover any: 2.3.1 material inconsistency between the existing position of the services, Site conditions and obstacles; and the information provided or marked by the Customer; or 2.3.2 any services, conditions and obstacles affecting the Site or the Works so as to render it reasonably impracticable for Austek Asphalt Services to continue with the Works, 2.3.3 Austek Asphalt Services may suspend the Works and immediately notify the Customer of such suspension. If, after 7 days of the suspension, the parties have not agreed in writing to recommence the Works, Austek Asphalt Services may terminate

this contract, in which case Austek Asphalt Services will have no liability to the Customer for any loss or damage of any nature in no way connected with the Works, the contract or as a result of the suspension or termination. The Customer will be liable to Austek Asphalt Services for payment for the Works carried out prior to suspension or termination and for costs, losses and damages associated with the suspension and termination, including indirect and consequential losses. 2.4 Where Austek Asphalt Services equipment or labour stands idle because Site conditions do not permit the use of equipment or labour, Austek Asphalt Services may charge the Customer at the applicable standby rate for that equipment or labour. 2.5 If the Customer requires that any employee, sub-contractor or representative of Austek Asphalt Services undertake any form of induction or screening in addition to the procedures normally required by, Austek Asphalt Services may charge the Customer at the applicable standby rate for the period that individuals and equipment are not available to progress the Works, plus any extra over costs.

3 DELIVERY, PROPERTY AND RISK

3.1 Property in any materials supplied by Austek Asphalt Services to the Customer does not pass, and the Customer is prohibited from registering any security interest in any materials delivered by Austek Asphalt Services, until the Customer has made full payment for the Works. Risk in materials passes to the Customer at the time they are tendered to the Site for delivery. 3.2 At the time of delivery the Customer or its agent will sign Austek Asphalt Services delivery docket to acknowledge receipt of the materials delivered. If the Customer does not make itself or its agent available to sign Austek Asphalt Services delivery docket, the Customer appoints Austek Asphalt Services as the Customer's agent with authority to sign the delivery docket. 3.3 Where unloading of materials is not completed within 20 minutes of tender, Austek Asphalt Services may charge the Customer at Austek Asphalt Services standard rates in respect of any unloading time exceeding of 20 minutes. 3.4 Until payment of all monies owed by the Customer to Austek Asphalt Services, the Customer holds the materials as fiduciary Bailee and agent for Austek Asphalt Services and must keep the materials physically separate from all other goods of the Customer, and clearly identified as owned by Austek Asphalt Services. If the Customer breaches this contract in a material way (including non-payment) or Austek Asphalt Services determines (acting reasonably) that there is a material risk that the Customer may not be able to discharge its obligations under this contract, then without prejudice to Austek Asphalt Services other rights (including any rights Austek Asphalt Services may have pursuant to any applicable security of payments legislation), Austek Asphalt Services may without notice to the Customer enter any place where the materials are located (including the Site and premises occupied by the Customer) and recover possession of them. If the Customer sells any of the materials while money is owed to Austek Asphalt Services, or goods incorporating the materials are manufactured and / or resold by the Customer, the Customer must keep the proceeds of the manufacturing process and / or sale in a separate account and all book debts owed in respect, and proceeds, of such sales will be held in trust by the Customer for Austek Asphalt Services. 3.5 Unless specified in the Quotation, the Customer is responsible for any incidental damage caused to existing pavements, footpath crossings and other structures, surfaces and utilities associated with the Works. Austek Asphalt Services will not be responsible for maintenance and repair costs related to damage or contamination to applied surface treatments caused by others. 3.6 Unless specified in the Quotation, the Customer will be responsible for the: 3.6.1 establishment of appropriate traffic control signage prior to the commencement of the Works; 3.6.2 erection of aftercare signage at the completion of the Works; 3.6.3 provision of suitable facilities, including toilet and messing facilities; 3.6.4 removal of surplus and loose aggregate; and 3.6.5 application of temporary and final line-marking.

4 MATERIALS

4.1 Where the Works require Austek Asphalt Services to supply materials, the Customer is to provide at its cost a clean, hard stockpile site, which is suitable for mechanical loading and within 5 kilometres of the Site. If the stockpile site is more than 5 kilometres from the Site, the Customer is to pay any excess haulage costs incurred by Austek Asphalt Services at Austek Asphalt Services applicable rate. 4.2 If Austek Asphalt Services is unable to supply sufficient materials both to complete the Works and fulfil its obligations to other customers, Austek Asphalt Services may, in its absolute discretion, apportion the available materials between customers (including the Customer) and in doing so Austek Asphalt Services will not incur any liability, including for any loss or damage (consequential or otherwise) to the Customer as a result of being unable to obtain sufficient materials. 4.3 If, at the Customer's direction or request excess materials have been delivered to Site and must be removed, the Customer will be liable (and may be required to pay in advance) for the costs of Austek Asphalt Services transporting the excess materials from the Site, at Austek Asphalt Services applicable rate.

5 SPECIFICATIONS AND TESTS

5.1 All Works performed by Austek Asphalt Services will comply with the Customer's specifications, as notified to and accepted by Austek Asphalt Services. If no Customer specifications are supplied, Austek Asphalt Services will perform the Works in accordance with Austek Asphalt Services current specification applicable to the type of Works, the relevant Australian Standard or general industry practice, as determined by Austek Asphalt Services. 5.2 Austek Asphalt Services will not undertake any tests unless specified and priced in the Quotation.

7 INDEMNITY

7.1 The Customer indemnifies Austek Asphalt Services, its related entities, sub-contractors and suppliers and each of their officers, employees, contractors and agents from and against all loss, cost, expense, demand, damage, claim or liability (collectively loss or claim) whatever and howsoever arising (whether in contract, tort, breach of statutory duty or otherwise) under or in connection with these Terms, the Works or the supply of materials, and including a breach of these Terms or the negligent act or omission of any person in connection with these Terms. 7.2 Without limiting the application of any of the foregoing, this indemnity includes an indemnity for any

loss or claim by any person including the public, the Customer or its personnel, any person located on the Site or other third parties for injury, death, property damage or otherwise.

8 AUSTEK ASPHALT SERVICES LIABILITY

8.1 To the fullest extent permitted by law and notwithstanding any other clause of this contract, the liability of Austek Asphalt Services is limited, at Austek Asphalt Services option, to the replacement of defective materials or the repair of the Works or to providing the Works again or to the payment of the costs of having the Works provided again, provided that defects in the materials or the Works occur within 3 months of completion of the Works and is notified to Austek Asphalt Services within 10 days of the occurrence of the defect. 8.2 Austek Asphalt Services not be responsible for any loss of profit, penalties, expenditure, damages or losses (including, without limitation, any consequential, special, incidental or indirect loss or damages) incurred by the Customer arising out of any delay in delivery of the materials or performance of the Works, caused by or arising out of any use or dealing with the materials whether arising from any defect in the materials, unsuitability for the Customer's purposes, negligence by Austek Asphalt Services or its employees, representatives, officers, agents, contractors or suppliers or in any other way or caused by any act, omission, failure, fault or negligence by them in performing the Works. 8.3 The parties agree and acknowledge that Austek Asphalt Services lays materials and undertakes Works on supporting structures that are prepared by others and that, unless specified in the Quotation, Austek Asphalt Services is not liable for defects in the Works attributable to the constitution, integrity and performance of the supporting structures.

9 GENERAL

9.1 The Quotation and these Terms constitute the entire basis upon which Austek Asphalt Services will undertake the Works and any representations, warranties, explanations or commitments or other terms or conditions, express or implied, affecting the subject matter is superseded by this document and have no effect. If there is an inconsistency between these the Quotation and these Terms, the Quotation shall prevail. 9.2 The parties submit to the non-exclusive jurisdiction of the courts of the State or Territory in which the Works are to be performed and the laws applying in that State or Territory is the proper law governing these Terms. 9.3 If any part of these Terms is unenforceable such part shall be severed and any unenforceability shall not affect any other part. 9.4 Where a dispute arises between the Customer and Austek Asphalt Services as to the performance by either the Customer or Austek Asphalt Services, as a result of which the Customer threatens or fails to make any payment claimed by Austek Asphalt Services, Austek Asphalt Services may immediately cease performance of the Works without incurring any liability of any nature whatsoever to the Customer pending settlement of the dispute. 9.5 After the Quotation is provided to the Customer, any order for Works or materials placed by the Customer is deemed to be an order incorporating these Terms notwithstanding inconsistencies which may be introduced in the Customer's order or acceptance unless expressly agreed to by Austek Asphalt Services in writing. At all times, these Terms are to take precedence over any terms and conditions of the Customer. 9.6 The Quotation and these Terms may only be varied by agreement in writing signed by both Austek Asphalt Services and the Customer.

10 ACCEPTANCE OF TERMS & CONDITIONS

By signing the Quotation acceptance below, the Customer accepts these Terms and the Project Specific Terms and Conditions are part of the Quotation and that no other terms apply to the contract between the parties.

Signature: _____

Name: _____

Title: _____

Date: / /

QUOTATION

Date: Quotation No: T5111

Attn: Jayne Blair

E: stores@mckinlay.qld.gov.au

Re: Bituminous Sealing Works

Dear Jayne

We are pleased to quote for Bituminous Sealing Works as detailed below.

We are pleased to quote for the proposed Bituminous Sealing works. Unless specified otherwise, this quote and any subsequent works arising from it is subject to our attached terms, conditions, and general notes. This quote is valid for 90 days

Description	Unit	Quantity	Rate	Amount
Supply Spray & Cover Double Double seal as per supplied design	M2	23500	\$10.27	\$241,345.00
Additional Mobilisation of required	Each		\$14500.00	
			Total (excl GST)	\$241345.00
			GST (10%)	\$24134.50
			Total (Incl GST)	\$265479.50

Quoted rates exclude GST

This quote is based on the following assumptions:

- Client to provide Seal design, water cart & water for initial seal, suitably prepared pavement, suitable prepared stockpile pad within 2Km of the Works and Traffic Control.
- Above rates include 1 Mobilisation to site, additional Mobilisations should they be required as per the separate line item above.
- Stabilised pavements of Australia will be Committed to completing these works prior to the 12TH December to fit in with the Council program.
- Rates are based on provided areas and application rates. Should actual quantities vary by greater than 10%; SPA reserve the right to recalculate the quoted rate.
- Supply rates for binder current at time of quoting and subject to rise & fall in line with market fluctuations from 5pm of the date of quote.

Should this Quote be accepted please sign & return accompanied with your Purchase Order.

Thank you for the opportunity of quoting these works and we look forward to being of service to you

Yours faithfully



Brett Gartner Spray seal Coordinator North Queensland (0427919511)

Accepted by Client

Name:

Position:

Signature

Date:

Contract

The documents comprising this contract, in order of precedence, are:

1. SPA Quotation (including any Special Conditions);
2. SPA General Terms and Conditions;
3. Drawings (if applicable);
4. Technical Specifications;
5. Notice of Acceptance
6. Other documents expressly referred to in the Quotation.

Extent of the Works and Pricing

This quote is based upon information supplied to Stabilised Pavements of Australia Pty. Limited (SPA) by the Customer prior to submission of quotation. If any details change from the information supplied, SPA reserves the right to review our quotation or rates and invoice accordingly. Where work is to be paid for by a schedule of rates, the following limits of accuracy shall apply to the rates:

- (a) where indicated in the Schedule of Rates as either a \pm percentage of, or a \pm number of, the quantity, that percentage or number shall apply; or
- (b) where not indicated on the Schedule of Rates, the limit of accuracy shall be \pm 10% of the quantity stated.
- (c) The limit of accuracy for provisional quantities and provisional sums is \pm 20% of the quantity or sum stated.

Where limits of accuracy are exceeded, SPA reserves the right to ascertain if submission of revised rates and/or sums will apply.

Validity

- (a) This quotation is valid from a period of 90 days from the date of submission and is subject review at SPA discretion beyond this period
- (b) In the case of force majeure or other significant influence outside the control of SPA, SPA reserve the right to apply variation to any valid quotation or accepted offer under contract accordingly. Example would include fuel excise, elevated supply chain shipping/transport costs etc that are unforeseen and unreasonable to be at SPA expense without passing on.
- (c) This quotation does not allow for any site allowances or job specific conditions outside the relevant SPA enterprise agreement. Any such allowances or conditions would be subject to additional charge under the variations clause of these terms and conditions.
- (d) The Customers written order to commence work or otherwise the commencement of work by SPA constitutes acceptance of this offer in full.

Hours of Work

Unless specified otherwise, this quotation is based on the completion of works being undertaken during normal hours as defined under this clause. In the case whereby works are undertaken outside normal working hours, additional charges may apply under the terms of the variations clause of these terms and conditions. Normal working hours as defined by SPA and these conditions are from 7:00am until 4:30pm Monday to Friday and are exclusive of public holidays. In circumstances where project or site specific rosters are in place, these must be clearly communicated to SPA and agreed upon to ensure inclusion within our quotation.

Variations

SPA is not obliged to carry out any variations that are outside the scope of works as defined by the information provided by the Customer to SPA prior to the submission of this quotation. All variations should be issued in writing to SPA prior to commencement of works. Any variation carried out by SPA shall be in accordance with these conditions and at a rate agreed to between SPA and the Customer prior to commencement. In the absence of an agreed rate, any works carried out under the terms of variation shall be charged at a rate as determined by SPA.

Specifications

The works are to be carried out in accordance standard industry best practice unless otherwise advised in writing prior to submission of this quotation. In the case where any specifications, drawings or information otherwise is provided after submission of quotation, SPA reserves the right to review our quotation accordingly.

SPA takes no responsibility for the accuracy or suitability of any specifications, drawings or other documents provided by the Customer in relation to the works.

Underground Services and Obstacles

All underground services shall be clearly marked on the surface showing locations and depth and advised to the SPA representative before commencement of works. SPA shall not be liable to the Customer for any damage caused to underground services not marked in the above manner.

Damage to plant and equipment due to unmarked obstacles or latent conditions is to be repaired at the cost of the Customer.

Postponement, Delays or Cancellation

SPA reserves the right to charge a fee for costs incurred due to late changes or cancellations including (but not limited to) labour, machinery and materials costs. If not otherwise stated, a stand down charge may be levied for planned but non-production days during programs. Where re-establishment of labour or some machinery is required in these cases or in cases for holiday periods or extended delays, some or the full establishment fee may still apply. In the event that a non-productive day or days is required for SPA to attend inductions or assist with machinery inspections, daily stand down charges will apply.

Notices

All notices must be given to the address shown on our quotation, or to such other address as may be designated in writing by either party to the other. This would be inclusive of electric means such as email.

Quantity and Acceptance

Customer acceptance of work to be agreed and signed for on a daily basis. In the event that there is no Customer representative on site then our recorded quantities shall be deemed to be correct whether signed by an authorised Customer representative or otherwise. Further progress of works without written direction otherwise prior to receipt of verification for final acceptance of the stabilised layer is at the Customer's risk.

Payment Terms

For existing account holders this quotation is based on full payment within 30 days from the date of the invoice. **Our invoice shall not be subject to any retention monies being held.** Where no account is held, payment terms will be negotiated prior to the commencement of works after credit references are received. Interest of 15% p.a. accruing daily will be charged on overdue accounts.

Tax

10% GST will be levied in addition to all quoted rates.

If there is a change in law or a new law relating to the imposition of a tax, duty, impost, levy or other charge (including any carbon type tax or similar) imposed by a government or government agency on, or incurred by, SPA which is attributable in any way to the Goods & services, SPA shall be entitled to increase the price of the Goods by an amount sufficient to offset such imposition.

Warranty

A warranty of defects liability period is not applicable unless otherwise written or agreed to in writing prior to acceptance of works. SPA shall not be liable for any failures that are as a result of any portion of the pavement or works that have not been completed by SPA. These may include subgrade, sub base, base course or wearing course dependent on the scope of the works.

Liability and Indemnity

Under the conditions of this offer, SPA shall not be liable in any circumstances including:

- i. For any damage to any property located in, or adjacent to the works site as a result of works carried out by SPA in accordance with conditions of this quotation
- ii. For any loss arising from delay during execution of the works including any stand down time incurred by the Customer due to SPA's plant/machinery breakdown or delay in delivery of materials
- iii. For any loss arising from non-conforming product that contains workmanship or materials being installed or placed by others
- iv. For any consequential loss

SPA's liability in all circumstances is limited to the value of the works that any claim may relate to.

Extension of Time

SPA may claim an extension of time to the Completion Date (where one is provided in writing) where:

- (a) the Works are delayed by any Excusable Delay and it will prevent SPA from achieving Completion by the Completion Date;
- (b) the Works are not concurrently delayed by a cause that is not an Excusable Delay; and
- (c) the delay was not contributed to by an act or omission of SPA or its Personnel.

Governing Law and Jurisdiction

- i. The law of the State or Territory of the Site governs this Contract (Governing Law).
- ii. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Governing Law and courts competent to hear appeals from those courts.
- iii. Neither the Sale of Goods (Vienna Convention) Act 1986 (NSW) (or similar legislation in other Australian jurisdictions) nor any international conventions or recognised customs in relation to rules that may

otherwise apply for or in respect to the international sale of goods, have any application to any matter in connection with the Contract.

Non Legislated WHS Requirements

Our offer includes provisions for compliance with legislated WHS requirements and associated controls however no allowance has been made for any site, project or contract specific WHS requirements other than those specified during the respective RFQ or Tender Documentation. Any such request beyond a legislated requirement and not communicated through an RFQ or tender documentation will be considered a variation in accordance with the 'Variations' clause of these terms and conditions.

Force Majeure

SPA shall not be deemed liable under any circumstance that results in loss or damage, consequential or otherwise, arising from any delay or failure by SPA in meeting its obligation in respect to the works that are outside the control of SPA. Without limiting the generality thereof including restrictions of government or other statutory authorities, wars, riots, civil unrest, fires, storm, flood, earthquake, failure of electrical power supply, road or rail closures, epidemics, accident, labour dispute or materials or labour shortage.

Other

- i. Unless otherwise expressly stated, the Customer must at its own expense apply and/or obtain all permits, approvals and licences as required for the works.
- ii. Where applicable, the copyright in all plans, designs, drawings, engineering information, data, reports, accounts and any other material given to the Customer by SPA remains the property of SPA and may only be used by the Customer for the purposes of this contract.
- iii. Where any provision of this contract is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this contract.

Exclusions

Unless expressly stated in the Special Conditions, work activities excluded from this Quotation are:

- i. Preparation of pavement prior to the execution of agreed scope of works;
- ii. Identification, location and marking/recording of underground services;
- iii. Supply of water and/or water carts;
- iv. Provision of level control and/or survey;
- v. Traffic control;
- vi. Internal float moves;
- vii. Any form of design;
- viii. Any form of testing;
- ix. Provision of wearing course;
- x. Third party VOC for operators;
- xi. Trials;
- xii. Trucks or any other equipment deemed necessary for loading and disposal of spoil;

Specific Services

Unless expressly stated in the quotation and /or Special Conditions, the following conditions are applicable for each of our core business activities:

Part Service Stabilisation

Compaction, trimming, curing and other item/s not expressly noted in the scope description provided in our quotation has not be allowed for.

Every effort is made to achieve the production rates expected by the Customer. However traffic/site conditions &/or Customer work schedule may be the controlling factors for production output per day. The invoiced amount for operations per day will be based on the higher value of either production achieved or minimum daily operation rate.

Unless otherwise stated, the price of additive (supply and/or transport) is based on the following minimum load sizes. Higher prices apply for smaller loads to account for dead freight costs. It is the responsibility of the Customer to inform SPA of any short loads required prior to quotation otherwise any short loads required will be charged as a variation.

- Cement or cementitious blends 25 tonnes
- Quicklime 24 tonnes
- Hydrated Lime 22 tonnes
- C170 Bitumen 22 tonnes

Delivery is subject to product availability. If applicable, waiting time for supply tankers will be charged at \$195.00 per hour (ex GST) after the first 1.5hrs.

Waiting time or cartage charges for additive deliveries will be applicable due to inclement weather or any other delays caused outside the control of SPA.

Spreader trucks are custom designed and fitted with load cells to accurately

measure the quantity of additive on board. Additive will be spread to achieve the required spread rate with +/- 10% tolerance for cement and/or lime blends.

Australian Standards, NSW WorkCover and other organisations have advised ROPS may not be required for Reclaimer/Stabiliser mixing plant if a Risk Assessment is conducted. While many SPA stabilisers are fitted with ROPS, some are not. It is the responsibility of the Customer to advise SPA if a stabiliser fitted with ROPS is required for their site conditions. It may be necessary for SPA to charge higher establishment for a ROPS fitted stabiliser.

The material to be stabilised should be such that none has a dimension greater than 75mm and 95% would pass a 50mm sieve. Material outside this requirement may result in damage to the reclaimer/stabiliser with such costs to be incurred by the Customer.

SPA are to be informed if the bitumen seal or asphalt layer thickness to be incorporated exceeds 60 mm, if pavement has been previously cement treated or is a bound pavement of any nature. SPA recommends such pavements be pulverised with a milling machine prior to stabilisation works.

SPA provides pavement and mix design proposals for costing purposes. Where testing for mix designs is carried out it is done by NATA Registered Laboratories. The Customer should satisfy themselves that the final design is suitable for their requirements. Certified pavement designs by external engineers can be arranged at cost.

Profiling

Unless expressly stated in the quotation and /or Special Conditions, provision of clean up (bobcat and broom), provision of stockpile site/s for profiled materials and profiling of rock/concrete or any other similar hard material/s has not been allowed for.

There will be no charge for wet weather if notified with a minimum of 2 hours before commencement of work, otherwise the stand-down rate will apply.

Spray Sealing

Unless expressly stated in the quotation and /or Special Conditions, cleaning of fixed structures such as kerb and guttering, removal of loose aggregate from site and erection/maintenance of warning signs has not been allowed for.

Storage of Materials

- i. Where the works require SPA to supply aggregate, the Customer is to supply a suitable, clean, hard stockpile site at no cost to SPA.
- ii. Where the Works involve SPA loading, hauling or spreading aggregate, the Customer is to provide an aggregate stockpile site suitable for mechanical loading within 3 kilometres of the Site. If the aggregate stockpile site is more than 3 kilometres from the Site, the Customer is to pay any excess haulage costs incurred by SPA at SPA's ruling rate.

Excess Materials

Where the Works comprise the supply and delivery of materials only, the Customer is to pay for any returned materials at SPA's ruling rate. The Customer is to pay the costs of transporting any excess materials from the Site to SPA's depot at SPA's ruling rate.

Demurrage and Cancellation

Based on transportation distances for binder and aggregate transport, customers should be aware of the lead times required for orders and the potential impacts of cancellations or postponed works. Any costs associated with the cancellation or postponement of works that result in demurrage or delay costs will be managed in accordance with SPA Quotation Terms and Conditions with reference to clause 'Postponement and Cancellation'.

5.1 Subject: Development Application 33 Goldring Street Julia Creek
Attachments: Four
Author: Environmental & Regulatory Services Team Leader
Date: 23/10/2024

Executive Summary:

This report addresses a Development application by Pompano Holdings for a Material Change of Use and Building Works for the Julia Creek Hotel, File no 2023-2024-10 refers.

Recommendation:

That Council resolve to approve Development Application File no 2023-2024-10 by Pompano Holdings for demolition of existing hotel and building of 3 new units for non-resident workforce accommodation.

Background:

Council has received a development application from Pompano holdings (Robin FINLEY) seeking for a material change of use (Demolition) of Julia Creek Hotel over land at 33 Goldring Street Julia Creek, more formally described as lot 301 on JC 5571 -McKinlay Shire area.

RE: DEVELOPMENT APPLICATION

The Development application is a properly made application pursuant to Sections 50 and 51 of the *Planning Act 2016* seeking a Development Permit for a Material Change of Use demolition of existing structure and building of 3 new units. The application Fee under the McKinlay Shire Council Fees & Charges Schedule 2024-2025 is \$1,551.00 and has been received. Attachment 1 refers.

Proposal

A Development Application is made for a Development Permit regarding a Material Change of Use to expand the accommodation capacity of the Julia Creek Hotel Site.

The proposed development comprises of demolition of the current structure (Julia Creek Hotel) and construction of 3 units on the site. The new accommodation will support 3 existing accommodation units for non resident workforce accommodation.

These units are thoughtfully designed to cater to the needs of various guests, offering a blend of comfort and functionality.

Each unit features a spacious open-plan layout. The interiors include a well-appointed sleeping area with a double bed, providing ample comfort for guests. Additionally, a built-in wardrobe offers convenient storage space for personal belongings.

The accommodation units are equipped with a small kitchenette, enabling guests to prepare light

meals and snacks. This kitchenette includes essential appliances and fixtures such as a microwave, and a small refrigerator, ensuring self-sufficiency during their stay.

An ensuite bathroom is included in each unit, fitted with modern fixtures and amenities to ensure a pleasant and convenient experience.

The positioning of the units on the proposed site sets the structures 1.2m off the western boundary, and 5m set back from Goldring Street.

The design features two-way traffic flow through the site, ingress and egress via Goldring Street

Proposed plans and Location. Attachment 2 refers

The demolition of the current structure is to be carried out by qualified builders with ability to dispose of asbestos. An engineering report completed by MAL Engineers has been provided with the application showing the current structure to be unsafe. Attachment 3 refers

The current building is on the local heritage register. A heritage consultant was engaged by the applicant to assess the building and report back to Councils consultant planner Ben Collings. Council issued an information notice to the applicant in respect to addressing the heritage issue.

The proposal in response to the information notice was to keep certain materials from the original building and create a display in respect of the Julia Creek Hotel. The display will provide details of the hotel's history and its importance to the residents of Julia Creek. A schedule of conditions is to be added to the decision notice with a full list of options addressing heritage. Attachment 4 refers.

Ben Collings believes the current proposal complies with the legislated requirements to preserve heritage. He supports the application for demolition of the existing structure. The decision notice will state that the applicant must provide Council with the exact details of the proposed display or structure prior to commencement of any works.

Consultation: BNC Planning, Regulatory Services Staff and Council

Legal Implications: Appeal if application refused

Policy Implications: Nil

Financial and Resource Implications: Nil

InfoXpert Document ID: TBA

Attachment I
Duly completed DA Form I and 2

DA Form 1 — Development application details

Approved form (version 1.4 effective 15 December 2023) made under section 282 of the Planning Act 2016.

This form must be used to make a development application involving code assessment or impact assessment, except when applying for development involving only building work.

For a development application involving building work only, use DA Form 2 — Building work details.

For a development application involving building work associated with any other type of assessable development (i.e. material change of use, operational work or reconfiguring a lot), use this form (DA Form 1) and parts 4 to 6 of DA Form 2 — Building work details.

Unless stated otherwise, all parts of this form must be completed in full and all required supporting information must accompany the development application.

One or more additional pages may be attached as a schedule to this development application if there is insufficient space on the form to include all the necessary information.

This form and any other form relevant to the development application must be used to make a development application relating to strategic port land and Brisbane core port land under the Transport Infrastructure Act 1994, and airport land under the Airport Assets (Restructuring and Disposal) Act 2008. For the purpose of assessing a development application relating to strategic port land and Brisbane core port land, any reference to a planning scheme is taken to mean a land use plan for the strategic port land, Brisbane port land use plan for Brisbane core port land, or a land use plan for airport land.

Note: All terms used in this form have the meaning given under the Planning Act 2016, the Planning Regulation 2017, or the Development Assessment Rules (DA Rules).

PART 1 - APPLICANT DETAILS

1) Applicant details	
Applicant name(s) (individual or company full name)	Pompano Holdings Pty Ltd
Contact name (only applicable for companies)	c/- Daniel Favier TIA Aspire Town Planning and Project Services
Postal address (P.O. Box or street address)	PO Box 1040
Suburb	Mossman
State	QLD
Postcode	4873
Country	Australia
Contact number	0418 826 560
Email address (non-mandatory)	admin@aspireqld.com
Mobile number (non-mandatory)	
Fax number (non-mandatory)	
Applicant's reference number(s) (if applicable)	2024-04-16 - Findley Enterprises - 33 Goldring Street, Julia Creek
2) Owner's consent	
Consent of the owner required for this development application?	
2.1) Is written consent of the owner required for this development application?	



[3 Yes — the written consent of the owner(s) is attached to this development application No
— proceed to 3)

Queensland
Government

PART 2 - LOCATION DETAILS

3) Location of the premises (complete 3.1) or 3.2) and 3.3) as applicable) <i>Note: Provide details below and attach a site plan for any or all premises part of the development application. For further information, see DA Forms Guide: Relevant plans.</i>						
3.1) Street address and lot on plan						
3.1) Street address and lot on plan [REDACTED] [REDACTED] [REDACTED]						
Street address AND lot on plan (all lots must be listed), or						
C] Street address AND lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed).						
a)	Unit No.	Street No.	Street Name and Type	Suburb		
		33	Goldring Street	Julia Creek		
	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)		
	4823	301	JC5571	McKinlay Shire		
b)	Unit No.	Street No.	Street Name and Type	Suburb		
	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)		
3.2) Coordinates Of premises (appropriate for development in remote areas, over part of a lot or in water not adjoining or adjacent to land e.g. channel dredging in Moreton Bay) Note: Place each set of coordinates in a separate row.						
[3 Coordinates of premises by longitude and latitude						
Longitude(s)		Latitude(s)		Datum	Local Government Area(s) (if applicable)	
				WGS84 GDA94 Other: [REDACTED]		
Coordinates of premises by easting and northing						
Easting(s)		Northing(s)		Zone Ref.	Datum	Local Government Area(s) (if applicable)
				<input type="checkbox"/> 54 <input type="checkbox"/> 55 <input type="checkbox"/> 56 [REDACTED] C]	WGS84 GDA94 <input type="checkbox"/> Other: [REDACTED]	
3.3) Additional premises						
Additional premises are relevant to this development application and the details of these premises have been attached in a schedule to this development application Not required						

4) Identify any of the following that apply to the premises and provide any relevant details

In or adjacent to a water body or watercourse or in or above an aquifer

Name of water body, watercourse or aquifer:

On strategic port land under the *Transport Infrastructure Act 1994*

Lot on plan description of strategic port land:

Name of port authority for the lot:

In a tidal area

Name of local government for the tidal area *(if applicable)*:

Name of port authority for tidal area *(if applicable)*:

On airport land under the *Airport Assets (Restructuring and Disposal) Act 2008*

Name of airport:

<input type="checkbox"/> Listed on the Environmental Management Register (EMR) under the <i>Environmental Protection Act 1994</i>
EMR site identification: <input type="text"/>
<input type="checkbox"/> Listed on the Contaminated Land Register (CLR) under the <i>Environmental Protection Act 1994</i>
CLR site identification: <input type="text"/>

5) Are there any existing easements over the premises? Note: Easement uses vary throughout Queensland and _____ are to be identified correctly and accurately. For further information on easements and how they may affect the proposed development, see DA Forms Guide.
[3 Yes — All easement locations, types and dimensions are included in plans submitted with this development application

PART 3 - DEVELOPMENT DETAILS

Section 1 — Aspects of development

6.1) Provide details about the first development aspect			
a) What is the type of development? (tick only one box)			
[3 Material change of use	[3 Reconfiguring a lot	C] Operational work	Building work
b) What is the approval type? (tick only one box)			
Development permit	Preliminary approval	Preliminary approval that includes a variation approval	
c) What is the level of assessment?			

Code assessment	[3 Impact assessment (requires public notification)]
d) Provide a brief description Of the proposal (e.g. 6 unit apartment building defined as multi-unit dwelling, reconfiguration of 1 lot into 3 lots):	
Demolition of a Local Heritage Place	
e) Relevant plans Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see DA Forms guide: Relevant plans.	
Relevant plans of the proposed development are attached to the development application	
6.2) Provide details about the second development aspect	
a) What is the type of development? (tick only one <i>box</i>)	
Material change of use [3 Reconfiguring a lot	Operational work CI Building work
b) What is the approval type? (tick only one box)	
Development permit	CI Preliminary approval Preliminary approval that includes a variation approval
c) What is the level of assessment? ¹	
Code assessment	Impact assessment (requires public notification)
d) Provide a brief description Of the proposal (e.g. 6 unit apartment building defined as multi-unit dwelling, reconfiguration of 1 lot into 3	
Non-resident Workforce Accommodation	
<u>Relevant plans.</u> Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see DA Forms Guide:	
Relevant plans of the proposed development are attached to the development application	
6.3) Additional aspects of development	
[3 Additional aspects of development are relevant to this development application and the details for these aspects that would be required under Part 3 Section 1 of this form have been attached to this development application Not required	

1.4— 15

Section 2 — Further development details

7) Does the proposed development application involve any of the following?	
Material change of use	Yes — complete division 1 if assessable against a local planning instrument
Reconfiguring a lot	Yes — complete division 2
Operational work	Yes — complete division 3
Building work	Yes — complete DA Form 2 — Building work details

Division 1 — Material change of use

Note: This division is only required to be completed if any part of the development application involves a material change of use assessable against a local planning instrument.

8.1) Describe the proposed material change of use			
Provide a general description of the proposed use	Provide the planning scheme definition (include each definition in a new row)	Number of dwelling units (if applicable)	Gross floor area (m ²) (if applicable)
Staff accommodation	Non-resident Workforce Accommodation	3 existing 3 new	

8.2) Does the proposed use involve the use of existing buildings on the premises?		
Yes		
No		

Division 2 — Reconfiguring a lot

Note: This division is only required to be completed if a part of the development application involves reconfiguring a lot.

9.1) What is the total number of existing lots making up the premises?

9.2) What is the nature of the lot reconfiguration? (tick all applicable boxes)

Subdivision (complete 10))

Dividing land into parts by agreement (complete 11))

C) Boundary realignment (complete 12)) Creating or changing an easement giving access to a lot from a constructed road (complete 13))

10) Subdivision				
10.1) For this development, how many lots are being created and what is the intended use of those lots:				
Intended use of lots created	Residential	Commercial	Industrial	Other, please specify:
Number of lots created				
10.2) Will the subdivision be staged?				
<input type="checkbox"/> Yes – provide additional details below <input type="checkbox"/> No				
How many stages will the works include?				
What stage(s) will this development application apply to?				

|

|

11) Dividing land into parts by agreement — how many parts are being created and what is parts?				the intended use of the
Intended use of parts created	Residential	Commercial	Industrial	Other, please specify:
Number of parts created				

12) Boundary realignment

12.1) What are the current and proposed areas for each lot comprising the premises?

12.1) What are the current and proposed areas for each lot comprising the premises?

Current lot		Proposed lot	
Lot on plan description	Area (m ²)	Lot on plan description	Area (m ²)

12.2) What is the reason for the boundary realignment?

13) What are the dimensions and nature of any existing easements being changed and/or any proposed easement? (attach schedule if there are more than two easements)

Existing or proposed?	Width (m)	Length (m)	Purpose of the easement? (e.g. pedestrian access)	Identify the land/lot(s) benefitted by the easement

Division 3 – Operational work

Note: This division is only required to be completed if any part of the development application involves operational work.

14.1) What is the nature of the operational work?

<input type="checkbox"/> Road work	<input type="checkbox"/> Stormwater	<input type="checkbox"/> Water infrastructure
<input type="checkbox"/> Drainage work	<input type="checkbox"/> Earthworks	<input type="checkbox"/> Sewage infrastructure
<input type="checkbox"/> Landscaping	<input type="checkbox"/> Signage	<input type="checkbox"/> Clearing vegetation
<input type="checkbox"/> Other – please specify: _____		

14.2) Is the operational work necessary to facilitate the creation of new lots? (e.g. subdivision)

Yes – specify number of new lots: _____

No

14.3) What is the monetary value of the proposed operational work? (include GST, materials and labour)

\$ _____

PART 4 - ASSESSMENT MANAGER DETAILS

Identify the assessment manager(s) who will be assessing this development application

McKinlay Shire Council a

Has the local government agreed to apply superseded planning scheme for this development application? Yes — a copy of

the decision notice is attached to this development application

The local government is taken to have agreed to the superseded planning scheme request — relevant documents attached No

15) Identify the assessment manager(s) who will be assessing this development application

PART 5 - REFERRAL DETAILS

<p>17) Does this development application include any aspects that have any referral requirements? Note: A development application will require referral if prescribed by the Planning Regulation 2017.</p>
<p>[3 No, there are no referral requirements relevant to any development aspects identified in this development application — proceed to Part 6</p>
<p>Matters requiring referral to the Chief Executive of the Planning Act 2016: Clearing native vegetation Contaminated land (unexploded ordnance) C] Environmentally relevant activities (ERA) (only if the ERA has not been devolved to a local government) Fisheries — aquaculture [3 Fisheries — declared fish habitat area <input type="checkbox"/> Fisheries — marine plants <input type="checkbox"/> Fisheries — waterway barrier works <input type="checkbox"/> Hazardous chemical facilities <input type="checkbox"/> Heritage places — Queensland heritage place (on or near a Queensland heritage place) C] Infrastructure-related referrals — designated premises C] Infrastructure-related referrals — state transport infrastructure Infrastructure-related referrals — State transport corridor and future State transport corridor [3 Infrastructure-related referrals — State-controlled transport tunnels and future state-controlled transport tunnels Infrastructure-related referrals — near a state-controlled road intersection C] Koala habitat in SEQ region — interfering with koala habitat in koala habitat areas outside koala priority areas Koala habitat in SEQ region — key resource areas Ports — Brisbane core port land — near a State transport corridor or future State transport corridor C] Ports — Brisbane core port land — environmentally relevant activity (ERA) C] Ports — Brisbane core port land — tidal works or work in a coastal management district [3 Ports — Brisbane core port land — hazardous chemical facility [3 Ports — Brisbane core port land — taking or interfering with water [3 Ports — Brisbane core port land — referable dams [3 Ports — Brisbane core port land — fisheries [3 Ports — Land within Port of Brisbane's port limits (below high-watermark) SEQ development area C] SEQ regional landscape and rural production area or SEQ rural living area — tourist activity or sport and recreation activity SEQ regional landscape and rural production area or SEQ rural living area — community activity [3 SEQ regional landscape and rural production area or SEQ rural living area — indoor recreation C] SEQ regional landscape and rural production area or SEQ rural living area — urban activity SEQ regional landscape and rural production area or SEQ rural living area — combined use C] SEQ northern inter-urban break — tourist activity or sport and recreation activity SEQ <input type="checkbox"/> northern inter-urban break — community activity <input type="checkbox"/> SEQ northern inter-urban break — indoor recreation <input type="checkbox"/> SEQ northern inter-urban break — urban activity</p>

[3 SEQ northern inter-urban break — combined use

Tidal works or works in a coastal management district

[3 Reconfiguring a lot in a coastal management district or for a canal

[3 Erosion prone area in a coastal management district

Urban design

Ü Water-related development — taking or interfering with water

Water-related development — removing quarry material (from a watercourse or lake)

[3 Water-related development — referable dams

C] Water-related development —levees (category 3 levees only)

Wetland protection area

Matters requiring referral to the local government: Airport land <input type="checkbox"/> Environmentally relevant activities (ERA) (only if the ERA has been devolved to local government) <input type="checkbox"/> Heritage places — Local heritage places <input checked="" type="checkbox"/>		
Matters requiring referral to the Chief Executive of the distribution entity or transmission entity: Infrastructure-related referrals — Electricity infrastructure		
Matters requiring referral to: <ul style="list-style-type: none"> • The Chief Executive of the holder of the licence, if not an individual • The holder of the licence, if the holder of the licence is an individual Infrastructure-related referrals — Oil and gas infrastructure 		
Matters requiring referral to the Brisbane City Council: Ports — Brisbane core port land		
Matters requiring referral to the Minister responsible for administering the Transport Infrastructure Act 1994: Ports — Brisbane core port land (where inconsistent with the Brisbane port LUP for transport reasons) C] Ports — Strategic port land		
Matters requiring referral to the relevant port operator, if applicant is not port operator: Ports — Land within Port of Brisbane's port limits (below high-watermark)		
Matters requiring referral to the Chief Executive of the relevant port authority: Ports — Land within limits of another port (below high-water mark)		
Matters requiring referral to the Gold Coast Waterways Authority: Tidal works or work in a coastal management district (in Gold Coast waters)		
Matters requiring referral to the Queensland Fire and Emergency Service: Tidal works or work in a coastal management district (involving a marina (more than six vessel berths))		
18) Has any referral agency provided a referral response for this development application?		
<input type="checkbox"/> Yes – referral response(s) received and listed below are attached to this development application <input checked="" type="checkbox"/> No		
Referral requirement	Referral agency	Date of referral response
Identify and describe any changes made to the proposed development application that was the subject of the referral response and this development application, or include details in a schedule to this development application (if applicable).		

PART 6 - INFORMATION REQUEST

19) Information request under Part 3 of the DA Rules
<p>I agree to receive an information request if determined necessary for this development application C] I do not agree -toaccept an information request for this development application</p> <p>Note: By not agreeing to accept an information request I, the applicant, acknowledge: that this development application will be assessed and decided based on the information provided when making this development application and the assessment manager and any referral agencies relevant to the development application are not obligated under the DA Rules to accept any additional information provided by the applicant for the development application unless agreed to by the relevant parties</p> <ul style="list-style-type: none"> • Part 3 of the DA Rules will still apply if the application is an application listed under section 11.3 of the DA Rules. Further advice about information requests is contained in the DA Forms Guide.

PART 7 - FURTHER DETAILS

20) Are there any associated development applications or current approvals? (e.g. a preliminary approval)			
<input type="checkbox"/> Yes — provide details below or include details in a schedule to this development application <input type="checkbox"/> No			
List of approval/development application references	Reference number	Date	Assessment manager
Approval Development application			
Approval Development application			
21) Has the portable long service leave levy been paid? (only applicable to development applications involving building work or operational work)			
<input type="checkbox"/> Yes — a copy of the receipted QLeave form is attached to this development application <input checked="" type="checkbox"/> No — I, the applicant will provide evidence that the portable long service leave levy has been paid before the assessment manager decides the development application. I acknowledge that the assessment manager may give a development approval only if I provide evidence that the portable long service leave levy has been paid C] Not applicable (e.g. building and construction work is less than \$150,000 excluding GST)			
Amount paid	Date paid (dd/mm/yy)	QLeave levy number (A, B or E)	
22) Is this development application in response to a show cause notice or required as a result of an enforcement notice?			
<input checked="" type="checkbox"/> Yes — show cause or enforcement notice is attached			

23) Further legislative requirements

Environmentally relevant activities

23.1) Is this development application also taken to be an application for an environmental authority for an Environmentally Relevant Activity (ERA) under section 15 of the Environmental Protection Act 1994?

Yes — the required attachment (form ESR/2015/1791) for an application for an environmental authority accompanies this development application, and details are provided in the table below
 No

Note: Application for an environmental authority can be found by searching "ESR/2015/1791" as a search term at www.qld.gov.au. An ERA requires an environmental authority to operate. See www.business.qld.gov.au for further information.

Proposed ERA number:

Proposed ERA threshold:

Proposed ERA name:

Multiple ERAs are applicable to this development application and the details have been attached in a schedule to this development application.

Hazardous chemical facilities ical_fac ityQ

Yes — Form 69: Notification of a facility exceeding 10% of schedule 15 threshold is attached to this development application
 No

Note: See www.business.qld.gov.au for further information about hazardous chemical notifications.

I

Clearing native vegetation
23.3) Does this development application involve clearing native vegetation that requires written confirmation that the chief executive of the Vegetation Management Act 1999 is satisfied the clearing is for a relevant purpose under section 22A of the Vegetation Management Act 1999?
<p><input checked="" type="checkbox"/> Yes — this development application includes written confirmation from the chief executive of the Vegetation Management Act 1999 (s22A determination) No</p> <p>Note: 1. Where a development application for operational work or material change of use requires a s22A determination and this is not included, the development application is prohibited development. 2. See https://www.qld.gov.au/environment/land/vegetation/applying for further information on how to obtain a s22A determination.</p>
Environmental offsets
23.4) Is this development application taken to be a prescribed activity that may have a significant residual impact on
a prescribed environmental matter under the Environmental Offsets Act 2014?
<p><input checked="" type="checkbox"/> Yes — I acknowledge that an environmental offset must be provided for any prescribed activity assessed as having a significant residual impact on a prescribed environmental matter No</p> <p>Note: The environmental offset section of the Queensland Government's website can be accessed at www.qld.gov.au for further information on environmental offsets.</p>
Koala habitat in SEQ Region
23.5) Does this development application involve a material change of use, reconfiguring a lot or operational work
which is assessable development under Schedule 10, Part 10 of the Planning Regulation 2017?
<p><input type="checkbox"/> Yes — the development application involves premises in the koala habitat area in the koala priority area</p> <p><input type="checkbox"/> Yes — the development application involves premises in the koala habitat area outside the koala priority area</p> <p><input checked="" type="checkbox"/> No</p> <p>Note: If a koala habitat area determination has been obtained for this premises and is current over the land, it should be provided as part of this development application. See koala habitat area guidance materials at www.des.qld.gov.au for further information.</p>
Water resources
23.6) Does this development application involve taking or interfering with underground water through an artesian or subartesian bore, taking or interfering with water in a watercourse, lake or spring, or taking
overland flow water under the Water Act 2000?
<p><input checked="" type="checkbox"/> Yes — the relevant template is completed and attached to this development application and I acknowledge that a relevant authorisation or licence under the Water Act 2000 <u>may be</u> required prior to commencing development</p> <p>Note: Contact the Department of Natural Resources, Mines and Energy at www.dnrme.qld.gov.au for further information. DA templates are available from https://planning.dsdmip.qld.gov.au/. If the development application involves:</p> <ul style="list-style-type: none"> • Taking or interfering with underground water through an artesian or subartesian bore: complete DA Form 1 Template 1 • Taking or interfering with water in a watercourse, lake or spring: complete DA Form 1 Template 2 • Taking overland flow water: complete DA Form 1 Template 3.
Waterway barrier works

<p>23.7) Does this application involve waterway barrier works?</p> <p>C] Yes — the relevant template is completed and attached to this development application</p> <p>DA templates are available from https://planning.dsdmip.qld.gov.au/. For a development application involving waterway barrier works, complete DA Form_f_Template 4.</p>
<p>Marine activities</p>
<p>23.8) Does this development application involve aquaculture, works within a declared fish habitat area or removal, disturbance or destruction of marine plants?</p> <p>Yes — an associated resource allocation authority is attached to this development application, if required under the Fisheries Act 1994</p> <p>Note: See guidance materials at www.daf.qld.gov.au for further information.</p>

Quarry materials from a watercourse or lake

Quarry materials from a watercourse or lake

23.9) Does this development application involve the **removal of quarry materials from a watercourse or lake** under the *Water Act 2000*?

Yes — I acknowledge that a quarry material allocation notice must be obtained prior to commencing development No
 Note: Contact the Department of Natural Resources, Mines and Energy at www.dnrme.qld.gov.au and www.business.qld.gov.au for further information.

Quarry materials from land under tidal waters

23.10) Does this development application involve the removal of quarry materials from land under tidal water under the Coastal Protection and Management Act 1995?

Yes — I acknowledge that a quarry material allocation notice must be obtained prior to commencing development No
 Note: Contact the Department of Environment and Science at www.des.qld.gov.au for further information.

Referable dams

23.11) Does this development application involve a referable dam required to be failure impact assessed under section 343 of the Water Supply (Safety and Reliability) Act 2008 (the Water Supply Act)?

Yes — the 'Notice Accepting a Failure Impact Assessment' from the chief executive administering the Water Supply Act is attached to this development application

Note: See guidance materials at www.dnrme.qld.gov.au for further information.

Tidal work or development within a coastal management district

23.12) Does this development application involve tidal work or development in a coastal management district?

Yes — the following is included with this development application:
C) Evidence the proposal meets the code for assessable development that is prescribed tidal work (only required if application involves prescribed tidal work)
A certificate of title No

Note: See guidance materials at www.des.qld.gov.au for further information.

Queensland and local heritage places

23.13) Does this development application propose development on or adjoining a place entered in the Queensland heritage register or on a place entered in a local government's Local Heritage Register?

Yes — details of the heritage place are provided in the table below No

Note: See guidance materials at www.des.qld.gov.au for information requirements regarding development of Queensland heritage places.

Name of the heritage place:	Julia Creek Hotel	Place ID:	17A
Brothels			

23.14) Does this development application involve a material change of use for a brothel?

<p>Yes — this development application demonstrates how the proposal meets the code for a development application for a brothel under Schedule 3 of the Prostitution Regulation 2014 No</p>
<p>Decision under section 62 of the Transport Infrastructure Act 1994</p>
<p>23.15) Does this development application involve new or changed access to a state-controlled road?</p>
<p>C] Yes — this application will be taken to be an application for a decision under section 62 of the Transport Infrastructure Act 1994 (subject to the conditions in section 75 of the Transport Infrastructure Act 1994 being satisfied)</p>

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Walkable neighbourhoods assessment benchmarks under Schedule 12A of the Planning Regulation

23.16) Does this development application involve reconfiguring a lot into 2 or more lots in certain residential zones (except rural residential zones), where at least one road is created or extended?

Yes — Schedule 12A is applicable to the development application and the assessment benchmarks contained in schedule 12A have been considered No

Note: See guidance materials at www.planning.dsdmip.qld.gov.au for further information.

PART 8 - CHECKLIST AND APPLICANT DECLARATION

<p>24) Development application checklist</p> <p>I have identified the assessment manager in question 15 and all relevant referral requirement(s) in question 17 Yes</p> <p>Note: See the Planning Regulation 2017 for referral requirements</p>
<p>If building work is associated with the proposed development, Parts 4 to 6 of DA Form 2— Yes</p> <p><u>Building work details</u> have been completed and attached to this development application Not applicable</p>
<p>Supporting information addressing any applicable assessment benchmarks is with the development application</p> <p>Note: This is a mandatory requirement and includes any relevant templates under question 23, a planning report Yes and any technical reports required by the relevant categorising instruments (e.g. local government planning schemes, State Planning Policy, State Development Assessment Provisions). For further information, see QA <u>Forms Guide: Planning Report Template</u>.</p>
<p>Relevant plans of the development are attached to this development application</p> <p>Note: Relevant plans are required to be submitted for all aspects of this development application. For further Yes information, see <u>DA Forms Guide: Relevant plans</u>.</p>
<p>The portable long service leave levy for QLeave has been paid, or will be paid before a Yes development permit is issued (see 21) Not applicable</p>

25) Applicant declaration

By making this development application, I declare that all information in this development application is true and correct

Where an email address is provided in Part 1 of this form, I consent to receive future electronic

communications from the assessment manager and any referral agency for the development application where written information is required or permitted pursuant to sections 11 and 12 of the Electronic Transactions Act 2001

Note: It is unlawful to intentionally provide false or misleading information.

Privacy — Personal information collected in this form will be used by the assessment manager and/or chosen assessment manager, any relevant referral agency and/or building certifier (including any professional advisers which may be engaged by those entities) while processing, assessing and deciding the

development application. All information relating to this development application may be available for inspection and purchase, and/or published on the assessment manager's and/or referral agency's website. Personal information will not be disclosed for a purpose unrelated to the Planning Act 2016, Planning Regulation 2017 and the DA Rules except where:

- such disclosure is in accordance with the provisions about public access to documents contained in the Planning Act 2016 and the Planning Regulation 2017, and the access rules made under the Planning Act 2016 and Planning Regulation 2017; or by other legislation (including the Right to Information Act 2009); or
- otherwise required by law.

This information may be stored in relevant databases. The information collected will be retained as required by the Public Records Act 2002.

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1.4—

PART 9 - FOR COMPLETION OF THE ASSESSMENT MANAGER - FOR OFFICE USE ONLY

Date received: Reference number(s):

Notification of engagement of alternative assessment manager			
Prescribed assessment manager			
Name of chosen assessment manager			
Date chosen assessment manager engaged			
Contact number of chosen assessment manager			
Relevant licence number(s) of chosen assessment manager			
QLeave notification and payment Note: For completion by assessment manager if applicable			
Description of the work			
QLeave project number			
Amount paid (\$)		Date paid (dd/mm/yy)	
Date received form sighted by assessment manager			
Name of officer who sighted the form			

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1.4—

DA Form 2 — Building work details

Approved form (version 1.2 effective 7 February 2020) made under Section 282 of the Planning Act 2016.

This form must be used to make a development application involving building work.

For a development application involving building work only, use this form (DA Form 2) only. The DA Forms Guide provides advice about how to complete this form.

For a development application involving building work associated and any other type of assessable development (i.e. material change of use, operational work or reconfiguring a lot), use DA Form 1 — Development application details and parts 4 to 6 of this form (DA Form 2).

Unless stated otherwise, all parts of this form must be completed in full and all required supporting information must accompany the development application.

One or more additional pages may be attached as a schedule to this development application if there is insufficient space on the form to include all the necessary information.

This form and any other form relevant to the development application must be used to make a development application relating to strategic port land and Brisbane core port land under the Transport Infrastructure Act 1994, and airport land under the Airport Assets (Restructuring and Disposal) Act 2008. For the purpose of assessing a development application relating to strategic port land and Brisbane core port land, any reference to a planning scheme is taken to mean a land use plan for the strategic port land, Brisbane port land use plan for Brisbane core port land, or a land use plan for airport land.

Note: All terms used in this form have the meaning given under the Planning Act 2016, the Planning Regulation 2017, or the Development Assessment Rules (DA Rules).

PART 1 - APPLICANT DETAILS

1) Applicant details	
Applicant name(s) (individual or company full name)	Pompano Holdings Pty Ltd
Contact name (only applicable for companies)	c/- Daniel Favier T/A Aspire Town Planning and Project Services
Postal address (PO Box or street address)	PO Box 1040
Suburb	Mossman
State	QLD
Postcode	4873
Country	Australia
Contact number	0418 826 560
Email address (non-mandatory)	admin@aspireqld.com
Mobile number (non-mandatory)	
Fax number (non-mandatory)	
Applicant's reference number(s) (if applicable)	2024-04-16 - Findley Enterprises - 33 Goldring Street, Julia Creek

PART 2 - LOCATION DETAILS



2) Location of the premises (complete 2.1 and 2.2 if applicable)

Note: Provide details below and attach a site plan for any or all premises part of the development application. For further information, see [DA Forms Guide: Relevant plans](#).

2.1) Street address and lot on plan

2.1) Street address and lot on plan

x Street address AND lot on plan (all lots must be listed), or

Street address AND lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed).

Queensland
Government

Unit No.	Street No.	Street Name and Type	Suburb
	33	Goldring Street	Julia Creek
Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)
4823	301	JC5571	McKinlay

2.2) Additional premises

- Additional premises are relevant to this development application and the details of these premises have been attached in a schedule to this development application
 Not required

3) Are there any existing easements over the premises?

Note: Easement uses vary throughout Queensland and are to be identified correctly and accurately. For further information on easements and how they may affect the proposed development, see the DA Forms Guide

Yes — All easement locations, types and dimensions are included in plans submitted with this development application

PART 3 - FURTHER DETAILS

4) Is the application only for building work assessable against the building assessment provisions?

- Yes – proceed to 8)
 No

5) Identify the assessment manager(s) who will be assessing this development application

McKinlay Shire Council

6) Has the local government agreed to apply a superseded planning scheme for this development application?

- Yes — a copy of the decision notice is attached to this development application
 The local government is taken to have agreed to the superseded planning scheme request — relevant documents attached No

7) Information request under Part 3 of the DA Rules

I agree to receive an information request if determined necessary for this development application
 I do not agree to accept an information request for this development application
Note: By not agreeing to accept an information request I, the applicant, acknowledge:
that this development application will be assessed and decided based on the information provided when making this development application and the assessment manager and any referral agencies relevant to the development application are not obligated under the DA Rules to accept any additional information provided by the applicant for the development application unless agreed to by the relevant parties.
Part 3 of the DA Rules will still apply if the application is an application listed under section 11.3 of the DA Rules.
Further advice about information requests is contained in the [DA Forms Guide](#).

8) Are there any associated development applications or current approvals?

Yes — provide details below or include details in a schedule to this development application
 No

List of approval/development application	Reference	Date	Assessment manager
Approval Development application			
Approval [3 Development application			

9) Has the portable long service leave levy been paid?		
<input type="checkbox"/> Yes — a copy of the receipted QLeave form is attached to this development application <input checked="" type="checkbox"/> No — I, the applicant will provide evidence that the portable long service leave levy has been paid before the assessment manager decides the development application. I acknowledge that the assessment manager may give a development approval only if I provide evidence that the portable long service leave levy has been paid <input type="checkbox"/> C) Not applicable (e.g. building and construction work is less than \$150,000 excluding GST)		
Amount paid	Date paid (dd/mm/yy)	QLeave levy number (A, B or E)
10) Is this development application in response to a show cause notice or required as a result of an enforcement notice?		
<input type="checkbox"/> Yes — show cause or enforcement notice is attached <input checked="" type="checkbox"/> No		
11) Identify any of the following further legislative requirements that apply to any aspect of this development application		
<input checked="" type="checkbox"/> The proposed development is on a place entered in the Queensland Heritage Register or in a local government's Local Heritage Register. See the guidance provided at www.des.qld.gov.au about the requirements in relation to the development of a Queensland heritage place		
Name of the heritage place:	Julia Creek Hotel	Place ID:

PART 4 - REFERRAL DETAILS

12) Does this development application include any building work aspects that have any referral requirements?

Yes — the Referral checklist for building work is attached to this development application
 No — proceed to Part 5

13) Has any referral agency provided a referral response for this development application?		
<input checked="" type="checkbox"/> Yes — referral response(s) received and listed below are attached to this development application <input type="checkbox"/> No		
Referral requirement	Referral agency	Date referral response
Identify and describe any changes made to the proposed development application that was the subject of the referral response and this development application, or include details in a schedule to this development application (if applicable)		

PART 5 - BUILDING WORK DETAILS

14) Owner's details	
X Tick if the applicant is also the owner and proceed to 15). Otherwise, provide the following information.	
Name(s) (individual or company full name)	
Contact name (applicable for companies)	
Postal address (P.O. Box or street address)	
Suburb	

State	
-------	--

Postcode	
Country	
Contact number	
Email address (non-mandatory)	
Mobile number (non-mandatory)	
Fax number (non-mandatory)	

15) Builder's details

Tick if a builder has not yet been engaged to undertake the work and proceed to 16). Otherwise provide the following information.

Name(s) (individual or company full name)	SN Gabbert Constructions Pty Ltd
Contact name (applicable for companies)	Shayne Gabbert
QBCC licence or owner — builder number	
Postal address (P.o. Box or street address)	45 Goldring Street
Suburb	Julia Creek
State	QLD
Postcode	4823
Contact number	0427 596 765
Email address (non-mandatory)	Sgabbertl@hotmail.com
Mobile number (non-mandatory)	
Fax number (non-mandatory)	

16) Provide details about the proposed building work

What type of approval is being sought?

X Development permit
Preliminary approval

b) What is the level of assessment?

X Code assessment
[3 Impact assessment (requires public notification)

c) Nature of the proposed building work (tick all applicable boxes)

X New building or structure Repairs, alterations or additions

[3 Change of building classification (involving building work) Swimming pool and/or pool fence Demolition Relocation or removal

d) Provide a description of the work below or in an attached schedule.

Demolition and new cabins for workers accommodation

e) Proposed construction materials

External walls	Double brick Brick veneer Stone/concrete	Cl Steel Timber [3 Fibre cement	[3 Curtain glass Aluminium x Other
Frame	Timber Other	x Steel	Aluminium
Floor	Concrete	x Timber	Other
Roof covering	Slate/concrete [3 Aluminium	Tiles Fibre cement x Steel	Other
f) Existing building use/classification? (if applicable)			
g) New building use/classification? (if applicable)			
h) Relevant plans Note: Relevant plans are required to be submitted for all aspects of this development application. For further information, see DA Forms Guide: Relevant plans .			
Relevant plans of the proposed works are attached to the development application			
17) What is the monetary value of the proposed building work?			
\$ tba			

18) Has Queensland Home Warranty Scheme Insurance been paid?		
<input type="checkbox"/> Yes – provide details below		
<input checked="" type="checkbox"/> No		
Amount paid	Date paid (dd/mm/yy)	Reference number
\$		

PART 6 - CHECKLIST AND APPLICANT DECLARATION

19) Development application checklist	
The relevant parts of Form 2 — Building work details have been completed	X Yes
This development application includes a material change of use, reconfiguring a lot or operational work and is accompanied by a completed Form 1 — Development application details	Yes Not applicable
Relevant plans of the development are attached to this development application Note: Relevant plans are required to be submitted for all aspects of this development application. For further X Yes information, see DA Forms Guide: Relevant plans .	
The portable long service leave levy for QLeave has been paid, or will be paid before a development permit is issued (see 9)	Yes a Not applicable
20) Applicant declaration	
X By making this development application, I declare that all information in this development application is true and correct	
X Where an email address is provided in Part 1 of this form, I consent to receive future electronic communications from the assessment manager and any referral agency for the development application where written information is required or permitted pursuant to sections 11 and 12 of the Electronic Transactions Act 2001 Note: It is unlawful to intentionally provide false or misleading information.	

Privacy — Personal information collected in this form will be used by the assessment manager and/or chosen assessment manager, any referral agency and/or building certifier (including any professional advisers which may be engaged by those entities) while processing, assessing and deciding the development application. All information relating to this development application may be available for inspection and purchase, and/or published on the assessment manager's and/or referral agency's website.

Personal information will not be disclosed for a purpose unrelated to the Planning Act 2016, Planning Regulation 2017 and the DA Rules except where:

- such disclosure is in accordance with the provisions about public access to documents contained in the Planning Act 2016 and the Planning Regulation 2017, and the access rules made under the Planning Act 2016 and Planning Regulation 2017; or
- required by other legislation (including the Right to Information Act 2009); or
- otherwise required by law.

This information may be stored in relevant databases. The information collected will be retained as required by the Public Records Act 2002.

PART 7 - FOR COMPLETION BY THE ASSESSMENT MANAGER - FOR OFFICE USE ONLY

Date received:

Reference numbers:

For completion by the building certifier			
Classification(s) of approved building work			
Name	QBCC Certification Licence number	QBCC Insurance receipt number	
Notification of engagement of alternative assessment	manager		
Prescribed assessment manager			
Name of chosen assessment manager			
Date chosen assessment manager engaged			
Contact number of chosen assessment manager			
Relevant licence number(s) of chosen assessment manager			
Additional information required by the local government			
Confirm proposed construction materials:			
External walls	Double brick Brick veneer Stone/concrete	C] Steel Timber Fibre cement	Curtain glass Aluminium Other
Frame	Timber Other	Steel	Aluminium
Floor	Concrete	Timber	Other

Roof covering	Slate/concrete Aluminium	Tiles steel	Fibre cement Other
QLeave notification and payment Note: For completion by assessment manager if applicable			
Description of the work			
QLeave project number			
Amount paid (\$)		Date paid (dd/mm/yy)	
Date receipted form sighted by assessment manager			
Name of officer who sighted the form			
Additional building details required for the Australian Bureau of of Statistics XXXXXXXXXX Statistics			
Existing building use/classification? (if applicable)			
New building use/classification?			
Site area (m ²)		Floor area (m ²)	

Attachment 2

Town Planning Report



Town Planning Report

33 GOLDRING STREET, JULIA CREEK

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10 May 2024

ASPIRE Town Planning and Project Services
Authored by: Daniel Favier

Ref: 2024-04-16 — Pompano Holdings Pty
Ltd 33 Goldring Street, Julia Creek

Executive Summary

Aspire Town Planning and Project Services represents Pompano Holdings Pty Ltd, acting as both the Landowner and the Applicant, in regard to the Combined Development Application for a

Development Permit for Building Works Assessable Against the Planning Scheme (specifically, the Demolition of a Local Heritage Place) and a Development Permit for a Material Change of Use (Nonresident Workforce Accommodation) concerning the property situated at 33 Goldring Street, Julia Creek, formally designated as Lot 301 on JC5571. This property is commonly known as the Julia Creek Hotel or the Top Pub.

This Town Planning Report constitutes an integral component of a duly submitted Development Application in accordance with Sections 50 and 51 of the Planning Act 2016.

Following a recent severe weather event, the building sustained considerable damage, resulting in sections of the roof being displaced by strong winds and subsequent water ingress into the interior. Prompted by the evident structural impairment, the Landowner commissioned a professional structural assessment to evaluate the building's condition and explore options regarding potential restoration or demolition.

The Structural Inspection and Report were conducted by MAL Engineers, concluding that the building is in a significantly deteriorated state. It fails to meet current Australian Standards, necessitating substantial

strengthening and refurbishment efforts to render it operational. However, due to the extensive structural degradation, the feasibility of restoring the existing building to serviceable condition is deemed unviable. The assessment identified immediate public safety issues and recommended to promptly remove the front deck roof structure as a safety measure, restrict access to the building, and maintain it as vacant. Presently, the Julia Creek Hotel is closed.

Behind the Julia Creek Hotel building are three existing Cabins which are utilised for short term and staff accommodation, in conjunction with the operations of the Julia Creek Hotel. No modifications to the use of these Cabins are proposed. The Applicant intends to introduce three new Cabins on-site specifically for Non-resident Workforce Accommodation, catering to staff employed at the Landowner's other Hotel establishment, The Drovers Dog, situated at 36 Burke Street, Julia Creek.

Per the McKinlay Shire Planning Scheme 2019, the subject site falls within the Township Zone (Commercial Precinct) and is listed on the Local Heritage Register. Any Building Work within 50 meters of a listed heritage place and a Material Change of Use (Non-resident Workforce Accommodation) are subject to Code Assessment. Accordingly, a Development Application must undergo evaluation by McKinlay Shire Council.

This Town Planning Report encompasses a thorough evaluation of the proposed development vis-à-vis the relevant Local and State Government Assessment Benchmarks. The contents of this report, along with accompanying documentation, demonstrate the proposed development's conformity with the applicable provisions of the relevant Assessment Benchmarks. It is hereby submitted to McKinlay Shire Council for review and approval. Your provision of 'without prejudice' draft conditions for review before the issuance of a Decision Notice would be greatly appreciated.

1.0 Summary

Table 1: Application Summary.

Street Address	33 Goldring Street, Julia Creek
Lot and Plan	Lot 301 JC5571
Land Owner	Pompano Holdings Pty Ltd Refer to Attachment 1
Size	1,315m2
Road Frontages	26m to Goldring Street 50m to Julia Street 26m to an unnamed rear alley way
Easements	Nil
Environmental and Contaminated Land Register	To the best of knowledge, without undertaking a formal search, the site is not listed on the EMR or CLR.
Current Use	Hotel (the Julia Creek Hotel) Short Term and Staff Accommodation (3 Cabins) A request was issued to the McKinlay Shire Council via email on the 7 May 2024, seeking to establish the approval history pertaining to the site, particularly in relation to the 3 existing cabins.
Proposal	Building Works Assessable Against the Planning Scheme (Demolition of a Local Heritage Place) Material Change of Use (Non-resident Workforce Accommodation) including 3 x single bedroom, self contained cabins
Approvals Sought	Development Permit
Level of Assessment	Code Assessable
Planning Scheme Zone	Township Zone
Precinct	Commercial
Regional Plan	Appropriately reflected in the McKinlay Shire Council Planning Scheme 2019
State Planning Policy	Appropriately reflected in the McKinlay Shire Council Planning Scheme 2019
State Development Assessment Provisions	State Code 1: Development in a State-controlled Road Environment
Referral	State Assessment and Referral Agency: Material Change of Use of Premises near a State Transport Corridor

Planning Regulation 2016
Schedule
12A Assessment Benchmarks for
Particular Reconfiguring a Lot

Not applicable to the assessment of the proposed development
as it is not for a Reconfiguration of a Lot

2.0 Site Description

The subject site is located at 33 Goldring Street, Julia Creek and more formally described as Lot 301 on JC5571, see Image 1 below. The site is regular and rectangular in shape with a total area of 1,315m2.

The subject site is located on the corner of Goldring Street and Julia Street. A gazetted road / unnamed alley way runs along the rear, northern boundary of the site. Vehicle access is available via all three road frontages. Onstreet parking is available within Goldring Street and Julia Street.

The subject site is currently improved by various buildings including the Julia Creek Hotel which is positioned on the corner of Goldring Street and Julia Street. This building is a two storey, timber frame building, clad with corrugated steel. The building is purported to be in excess of 100 years old and is listed on the Local Heritage Register. Three short term, staff accommodation Cabins are located at the rear of the site and back onto the unnamed alley way. Due to the current structural status of the building the Julia Creek Hotel has ceased operation.

The property is located a street block to the south of Burke Street which is the main commercial thoroughfare through Julia Creek. Adjacent the site along Goldring Street is the Mount Isa Railway and land zoned for industrial purposes. To the east is a vacant property which appears to be used as a storage yard. On the adjacent corner of Goldring Street and Julia Street is an old vacant commercial building with a dwelling to the rear.



Image 1: Subject Property (source: QLDGlobe 2024)

3.0 Proposal

The Combined Development Application encompasses two key aspects: a Development Permit for Building Works Assessable Against the Planning Scheme, focusing on the demolition of a Local Heritage Place, the Julia Creek Hotel, and a Development Permit for a Material Change of Use for a Non-resident Workforce Accommodation including three single bedroom, self contained Cabins.

Regarding the Building Works component, the Julia Creek Hotel sustained significant damage during a recent weather event, resulting in partial roof loss and water ingress. A structural inspection conducted by MAL Engineers revealed severe deterioration, rendering the building non-compliant with contemporary Australian Standards. Given the extent of decay, the economic feasibility of refurbishing the structure is deemed impractical. Deterioration is expected as a result of the age of the building and building materials and exacerbated by recent wind and rain damage.

The second aspect of the development, the Material Change of Use application pertains to establishing Non-resident Workforce Accommodation, featuring three self-contained cabins. These cabins, measuring approximately 12m x 3.25m each, are strategically positioned along Goldring Street and Julia Street. Additionally, a new single-lane, one-way driveway with parallel onsite parking is proposed, accommodating eight parking spaces. Notably, the existing beer garden area will be repurposed as a communal recreational space for occupants.

It's important to emphasize that the demolition of the Julia Creek Hotel does not pave the way for the installation of the proposed Cabins. The decision to add additional Cabins is purely opportunistic, and the Landowner aims to optimize the site in alignment with other business endeavors. The proposed demolition of the Julia Creek Hotel stems from its impracticality and lack of economic feasibility for restoration.

Detailed plans of the proposed development are provided in Attachment 2, offering a comprehensive overview of the intended changes and layout.

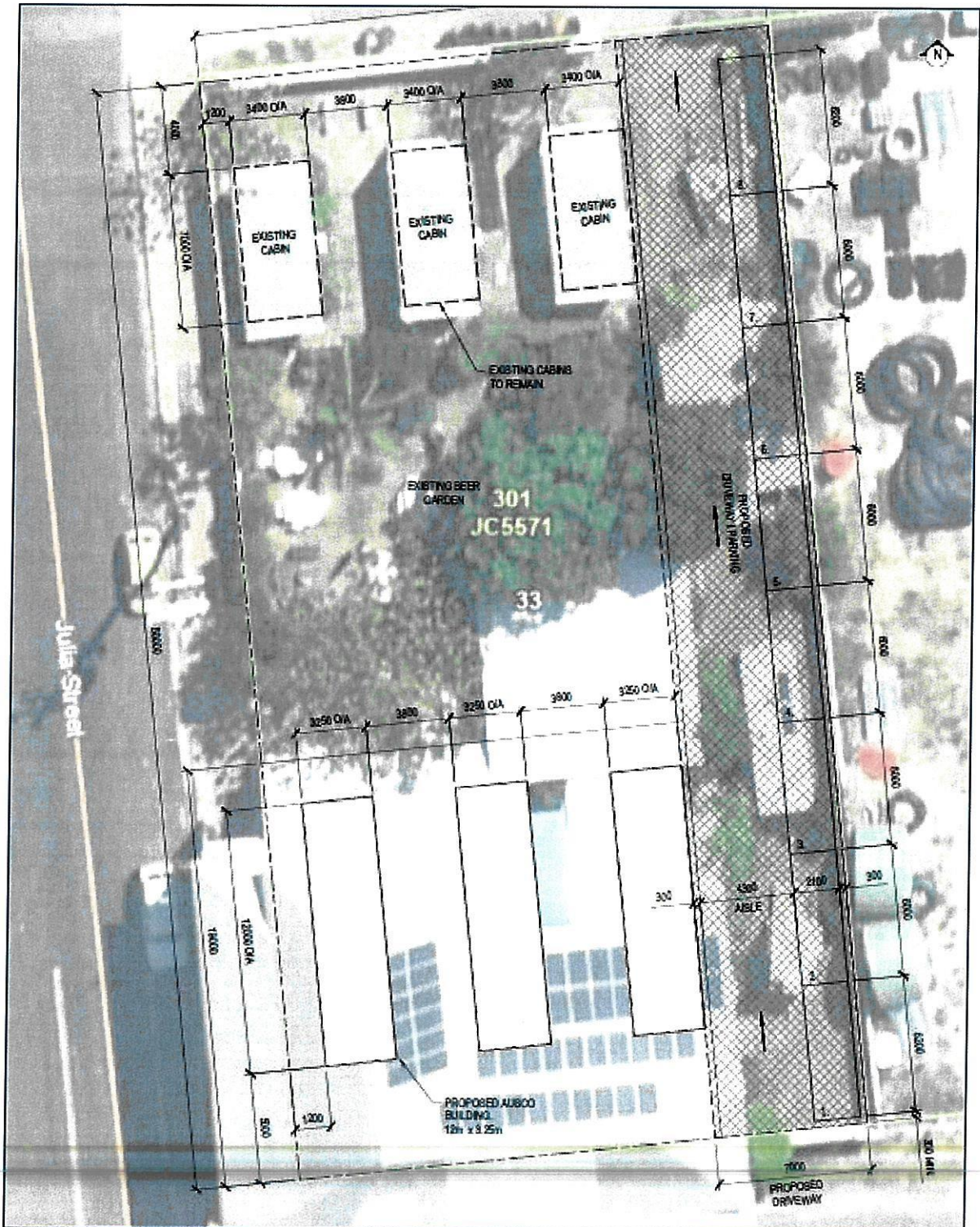


Image 2: Proposal Plan Extract

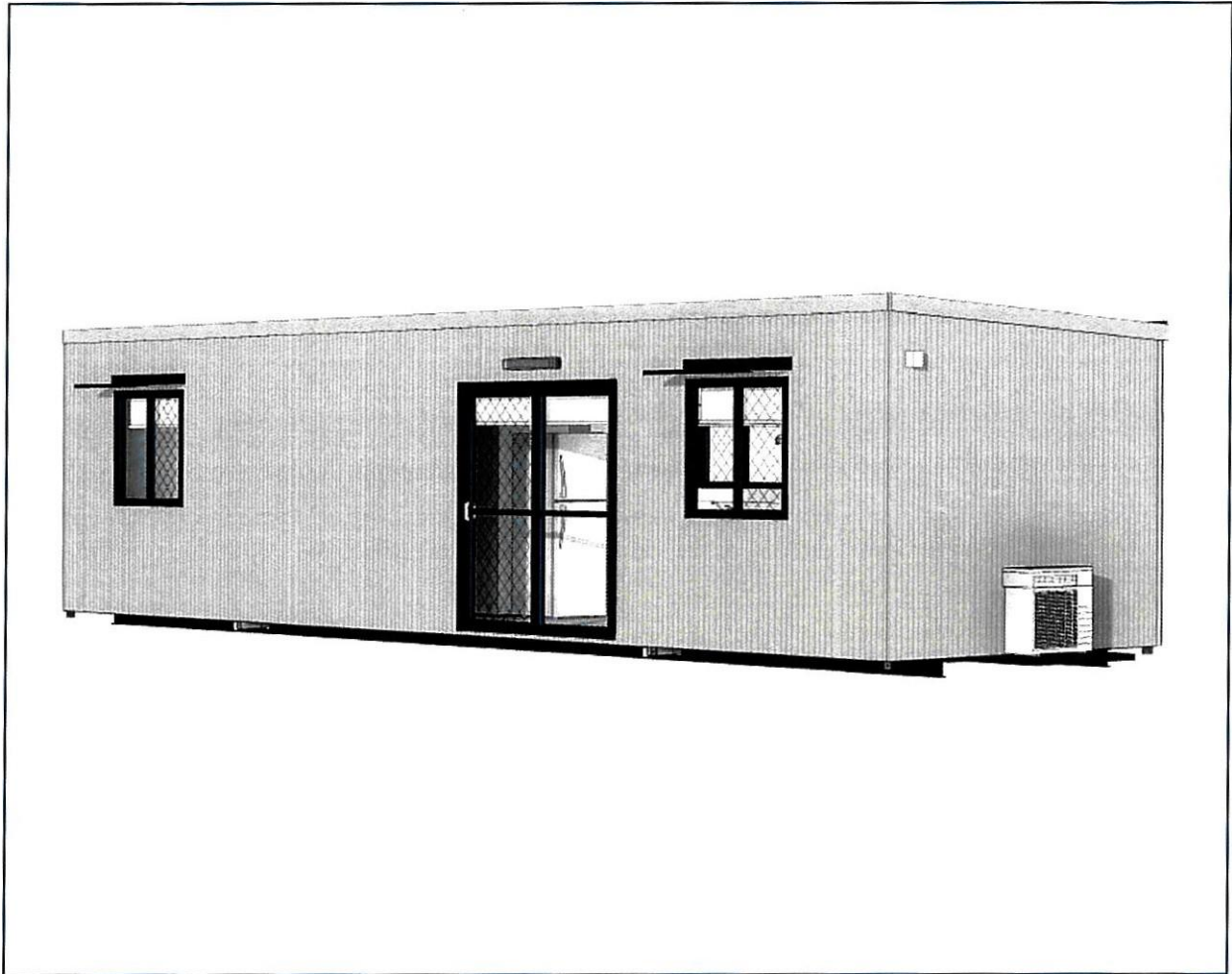


Image 3: Typical Elevations

4.0 Statutory Town Planning Framework

4.1 Planning Act 2016

The Planning Act 2016 (the 'Planning Act') is the statutory instrument for the State of Queensland under which, amongst other matters, Development Applications are assessed by Local Governments. The Planning Act is supported by the Planning Regulation 2017 (the 'Planning Regulation'). The following sections of this report discuss the parts of the Planning Act and Planning Regulation applicable to the assessment of a development application.

4.1.1 Approval and Development

Pursuant to Sections 49, 50 and 51 of the Planning Act, the Development Application seeks a Development Permit for Building Works Assessable Against the Planning Scheme and a Material Change of Use.

4.1.2 Application

The proposed development is:

- development that is located completely in a single local government area;
- development made assessable under a local categorising instrument; and
- for Building Works and a Material Change of Use.

In accordance with Section 48 of the Planning Act and Schedule 8, Table IA, Item 1 of the Planning Regulation, the development application is required to be made to the applicable Local Government, in this instance being McKinlay Shire Council (the 'Council').

4.1.3 Referral

Section 54(2) of the Planning Act and Section 22 and Schedules 9 and 10 of the Planning Regulation provide for the identification of the jurisdiction of referral agencies, to which a copy of the development application must be provided. A review of the Planning Regulation confirms that the Development Application triggers referral to the State Assessment and Referral Agency for the following mattersv

- A Material Change of Use near a State Transport Corridor (Planning Regulation Schedule 10, Subdivision 2, Table 4).

Assessment against the State Code 1: Development in a state-controlled road environment is included under Attachment 5.

4.1.4 Public Notification

Section 53(1) of the Planning Act provides that an applicant must give notice of a Development Application where any part is subject to Impact Assessment or where it is an application, which includes a variation request.

The Development Application is subject to Code Assessment and therefore Public Notification of the Development Application is not required.

4.1.5 Assessment Framework

As noted within this report, the proposed development triggers a Code Assessable Development Application. Section 45(3) of the Planning Act provides that:

"(3) A code assessment is an assessment that must be carried out only—

- (a) against the assessment benchmarks in a categorising instrument for the development; and

(b) having regard to any matters prescribed by regulation for this paragraph. "

The McKinlay Shire Planning Scheme 2019 as the applicable local categorising instrument, is discussed in greater detail in the following sections of this report.

Section 26 of the Planning Regulation provides the following assessment benchmarks for the purposes of Section 45(3)(a) of the Planning Act:

"(1) For section 45(3)(a) of the Act, the code assessment must be carried out against the assessment benchmarks for the development stated in schedules 9 and 10.

(2) Also, if the prescribed assessment manager is the local government, the code assessment must be carried out against the following assessment benchmarks— (a) the assessment benchmarks stated in—

(i) the regional plan for a region, to the extent the regional plan is not identified in the planning scheme as being appropriately integrated in the planning scheme;
—an&

(ii) the State Planning Policy, part E, to the extent part E is not identified in the planning scheme as being appropriately integrated in the planning scheme;
and

(iii) any temporary State planning policy applying to the premises;

(b) if the local government is an infrastructure provider—the local government's LGIP.

(3) However, an assessment manager may, in assessing development requiring code assessment, consider an assessment benchmark only to the extent the assessment benchmark is relevant to the development. "

Section 27 of the Planning Regulation provides matters for the purposes of Section 45(3)(b) of the Planning Act:

"(1) For section 45(3)(b) of the Act, the code assessment must be carried out having regard to— (a) the matters stated in schedules 9 and 10 for the development; and

(d) if the prescribed assessment manager is a person other than the chief executive—

- (i) the regional plan for a region, to the extent the regional plan is not identified in the planning scheme as being appropriately integrated in the planning scheme; and
 - (ii) the State Planning Policy, to the extent the State Planning Policy is not identified in the planning scheme as being appropriately integrated in the planning scheme; and
 - (iii) for designated premises—the designation for the premises; and
 - (e) any temporary State planning policy applying to the premises; and
 - (f) any development approval for, and any lawful use of, the premises or adjacent premises; and
 - (g) the common material.
- (2) However—
- (a) an assessment manager may, in assessing development requiring code assessment, consider a matter mentioned in subsection (1) only to the extent the assessment manager considers the matter is relevant to the development; and
 - (b) if an assessment manager is required to carry out code assessment against assessment benchmarks in an instrument stated in subsection (1), this section does not require the assessment manager to also have regard to the assessment benchmarks. "

The following sections of this report discuss the applicable assessment benchmarks and applicable matters in further detail.

4.2 North West Regional Plan 2010

The Planning Minister has identified that the McKinlay Shire Planning Scheme appropriately advances the North West Regional Plan, August 2010, as it applies to the planning scheme area.

Further detailed assessment against the Regional Plan is therefore not applicable.

4.3 State Planning Policy

The State Planning Policy ('the SPP') was released on 2 December 2013 and replaced all previous State Planning Policies. The SPP has since been revised, with new versions released on 2 July 2014, 29 April 2016 and 3 July 2017. The April 2016 version of the SPP is identified in the Planning Scheme as being appropriately integrated. Whilst the SPP has been amended since April 2016 version, it is considered that the policy content and outcomes contained within the SPP, to the extent they are relevant and applicable to the proposed development, have not been sufficiently amended to require the reconsideration of the SPP separately.

4.4 Temporary State Planning Policies

There are currently no temporary State Planning Policies in effect in Queensland.

4.5 Schedule 12A Planning Regulation

Schedule 12A of the Planning Regulation applies to the assessment of certain Development Applications for Reconfiguration of a Lot. The purpose of this part is to ensure the reconfiguration supports convenient and comfortable walking for transport, recreation, leisure and exercise in the locality of the lot.

As the proposed development does not involve the Reconfiguration of a Lot Schedule 12A does not apply to the assessment of the Development Application.

4.6 McKinlay Shire Planning Scheme 2019

The McKinlay Shire Planning Scheme 2019 is the relevant Planning Scheme which came into effect on 26 April 2019 and applies to the McKinlay local government area.

4.6.1 Zone

The site is located within the Township Zone under the Planning Scheme.

The purpose of the Township Zone is to provide for:

- a. small to medium urban areas in a rural area; and
- b. a variety of uses and activities to service local residents, including, business, community, education, industrial, open space, recreation, residential or retail uses or activities; and
- c. tourist attractions and short-term accommodation, if appropriate for the area.

The proposed development seeks to establish a workers accommodation facility which will provide accommodation for staff employed by the Landowner elsewhere within Julia Creek. The proposed development aligns with the purpose of the Township Zone.

4.6.2 Commercial Precinct

The Township Zone is divided into Commercial, Industrial and Residential Precincts. The Subject site is located within the Commercial Precinct.

The purpose of the Commercial Precinct is

- a. promotes the commercial, professional, government and retail uses that service the Shire and North-West Queensland, which are consolidated in the Julia Creek town centre.
- b. New developments create a highly attractive and permeable pedestrian-based built form that achieves a high standard of design and blends with the existing town character and streetscape.
- c. New commercial buildings make provision for on-site handling of goods, car parking for staff and clients, landscaping and shade areas in keeping with the existing streetscape.
- d. New businesses are encouraged to use existing buildings to help consolidate the commercial precinct.

Goldring Street is largely characterised by the Residential Precinct. It is presumed that the subject site is included within the Commercial Precinct due to the history of the site and use as a Hotel. Development of the site for a workers accommodation facility to provide accommodation for staff employed by the Landowner, supports the viability of the wider Commercial Precinct. The proposed development is in keeping with the residential character and longer term vision for Goldring Street.

4.6.3 Overlays

There are no relevant Overlays pertaining to the site.

4.6.5 Applicable Codes

Table 3 summarises the Planning Scheme Codes that are identified as being applicable to the assessment of the proposed development.

Table 3: Applicable Planning Scheme Codes

Type	Codes
Use Code	Non-resident Workforce Accommodation Code
Zone Codes	Township Zone Code
Development Codes	General Development Code

A detailed and documented assessment has however been completed against the other relevant codes and is included for reference under Attachment 4.

5.0 Conclusion

This Report accompanies an application by Pompano Holdings Pty Ltd (the 'Landowner' and the 'Applicant') seeking a Development Permit for a Building Works Assessable Against the Planning Scheme (Demolition of a Local Heritage Place) and a Development Permit for a Material Change of Use (Non-resident Workforce Accommodation) over land at 33 Goldring Street, Julia Creek. The site is more formally described as Lot 301 on JC5571.

This application is lodged pursuant to sections 49, 50 and 51 of the Planning Act.

Assessment of the proposed development against the applicable planning framework has been undertaken in order to assess potential impacts and compliance of the proposed development with the relevant assessment criteria. The information provided in this Report (and accompanying attachments) demonstrates that the proposed development largely complies with the applicable provisions of the relevant planning framework; where conflicts exist, suitable alternative solutions are provided to support approval of the development application.

If Council requires any further information, either formally or informally, throughout the assessment of the Development Application please contact Aspire Town Planning and Project Services. Prior to the determination of the Development Application it would be greatly appreciated if Council could provide a suite of Draft Conditions.



Technical Memorandum

Title	33 Goldring St — Julia Creek — Top Pub Structural Inspection		
Client	Findley Enterprises	Project No	Q24077
Date	15/03/2024	Memo No	01
Author	Kai Meade	Discipline	Structural
Reviewer	Michael Lancini RPEQ 18786	Office	Unit 4/194 McLeod Street, Cairns, QLD, 4870

1 Executive Summary

MAL Engineers were requested by Findley Enterprises to undertake a site inspection of the building located at 33 Goldring Street, Julia Creek (Top Pub Building). The inspection was requested as the owners of the building are concerned about its condition due to several identified defects and the recent damage which was caused to its roof during a weather event.

A structural inspection was completed on 27th February 2024. The inspection was a visual assessment completed only on the accessible elements of the building. MAL Engineers did not undertake any nondestructive or destructive testing and any aspects of the building hidden by architectural features/finishes have not been inspected and will not be included in this report.

The main structural defects identified throughout the structure are summarised below, with detailed descriptions provided in Section 4 of this report:

- Deterioration to the ground floor framing with section loss occurring to the concrete stumps and rot occurring to the timber floor members.
- Significant subsidence of the walls and internal timber floors.
- Signs of water ingress and sagging of the ceiling on the ground level.
- Sagging/cracking and failure of the ceiling on the upper level.
- Failure of roof trusses and collapse of ceiling in certain locations.
- Deteriorated timber deck at the front and rear of the building.
- Deteriorated and missing roof sheeting.
- Deteriorated deck structure at the front of the property.
- Deteriorated timber framing in the external walls.
- Deteriorated internal timber floor substructure.

Based on the inspection, MAL Engineers considers the building to be in a severely deteriorated state. The building is not considered to comply with the requirements of today's Australian Standards and significant strengthening and

refurbishments works would be required to make this building serviceable. Based on the extensive deterioration in the structure, it is not considered economically viable to remediate and strengthen the existing building to return it to service.

2 Background

MAL Engineers were requested by Findley Enterprises to undertake a site inspection of the building located at 33 Goldring Street, Julia Creek (Top Pub). The inspection was requested as the owners of the building are concerned about its condition due to several identified defects and the recent damage which was caused to its roof during a weather event.

The inspection was completed to determine the current condition of the existing structure and provide commentary on the deterioration that is occurring to the building, including likely causes and further investigations required to provide rectification / remedial works, if feasible. The purpose of this report is to document the findings of this inspection and assessment.

The location of the building is shown in Figure 2-1 below.



Figure 2-1 Locality Plan

The existing building was identified to comprise of a two-storey, timber framed structure with external decks to the upper level supported by steel columns.

The internal ground level flooring consisted of an elevated floor constructed of timber joists and bearers, supported by concrete stumps. The ground level flooring also consisted of concrete slabs to the rear and front of the building.

The upper level consisted of timber framed flooring supported by the external timber framed walls and timber/steel columns and bearers. A more detailed description of the building is provided in Section 3 of this report.

The age of the building is not known; however, MAL Engineers understand that the existing building is approximately 100 years old.

No existing drawings were provided at the time of the inspection or at the time of writing this report.

2.2 Scope of Works

The MAL Engineers structural engineering scope of works includes:

Site Inspection

- Perform a visual inspection of the existing building to identify signs of structural deterioration.

Condition Assessment Report

- Development of a structural inspection report which details the existing deterioration to the building.
- Provide advice for remedial works for the building, if considered feasible.

It is noted that only a general inspection has been undertaken of the structure and no detailed assessments or design calculations of the building "as Designed" or deteriorated case has been completed.

2.3 Inspection Methodology

A structural inspection was completed on 27th February 2024. The inspection was a visual assessment completed only on the accessible elements of the building. MAL Engineers did not undertake any nondestructive or destructive testing and any aspects of the building hidden by architectural features/finishes have not been inspected and will not be included in this report.

2.4 Condition Rating Methodology

The condition rating system adopted for this inspection follows the criteria set out in Table 1 , Table 2 and Table 3 below.

Table 1 — Condition Rating Methodology

Condition	Explanation
Good	Free of defects
Fair	Free of defects affecting structural performance, integrity or durability
Poor	Defects affecting the durability which require monitoring, detailed structural engineering inspection or maintenance
Severe	Defects affecting the performance and structural integrity which require urgent action as determined by a detailed structural engineering inspection

2.5 Limitations

The preparation of this report has been in accordance with the project brief provided by Findley Enterprises and has relied upon the information, data and results provided or collected from the sources and under the conditions outlined in the report.

The purpose of the report is to provide Findley Enterprises with a summary of the identified structural defects of the building at the time of the inspection. The report does not address the compliance to the current relevant Australian Standards and does not include a design check on the structure. Although MAL Engineers scope of works was to review the building from a structural perspective, some commentary on non-structural components have also been provided where obvious defects were identified. Findley Enterprises should look to engage an architect and building certifier to review the architectural and building compliance issues for the existing building if these aspects are of concern.

MAL Engineers accepts no responsibility for any loss, damage suffered or inconveniences arising from, any person or entity using the plans or information in this study for purposes other than those stated above.

3 Background

The internal ground level flooring consisted of an elevated floor constructed of timber joists and bearers, supported by concrete stumps. The ground level flooring also consisted of concrete slabs to the rear and front of the building. The upper level consisted of timber framed flooring supported by the external timber framed walls and timber/steel columns and bearers.

There is a timber deck to the front of the building which extends over a pedestrian walkway on Julia Street and Goldring Street and it covers the west and south sides of the building. There is also a timber deck to the rear of the upper level.

The general configuration of the building is shown in Figure 3-1 and Figure 3-2 below.



Figure 3-1 Google Street View of the exterior of the building from the South-West



Figure 3-2 Photo of the timber deck on the West side (left photo) and the Beer Garden in the rear (right photo)

5

The ground floor layout is closed plan and consists of a public bar, a dining room and a function room. There is also a commercial kitchen, toilets and a beer garden located at the rear of the ground floor. The second storey consists of accommodation rooms and is accessed via an internal staircase. Figure 3-3 below shows the current layout of the ground floor.



Figure 3-3 Photo of the Dining Room (left photo) and Function Room (right photo) - Ground Floor

The structure appears to be timber framed construction. The internal walls on the ground floor and second storey are clad with timber. The timber framed walls and timber columns/bearers are the major supporting structural elements, and they support the upper structural floor and roof elements. The roof structure over the main building generally consists of timber trusses, with a corrugated roof sheeting. The roof framing over the external decks generally consists of timber rafters and corrugated roof sheeting. Figure 3-4 below shows the current configuration and condition of the roof structure.



Figure 3-4 Current configuration and condition of the roof structure

6

4 Site Inspection Results

A site inspection was undertaken on the building on the 27th February 2024. The site inspection involved a visual inspection of internal and external accessible structural components of the existing building. Selected photos from the inspection undertaken by MAL Engineers have been provided throughout the report.

The main structural defects identified throughout the structure during the inspection included:

- Deterioration to the ground floor framing with section loss occurring to the concrete stumps and rot occurring to the timber floor members.
- Significant subsidence of the walls and internal timber floors.
- Signs of water ingress and sagging of the ceiling on the ground level.
- Sagging/cracking and failure of the ceiling on the upper level.
- Failure of roof trusses and collapse of ceiling in certain locations.
- Deteriorated timber deck at the front and rear of the building.
- Deteriorated and missing roof sheeting.
- Deteriorated deck structure at the front of the property.
- Deteriorated timber framing in the external walls.
- Deteriorated internal timber floor substructure.

The below sections of this report detail the condition of various structural elements in greater detail, as observed during the inspection in February 2024.

4.1 Internal structural components

4.1.1 Ground Level Floor Structure

The ground floor consisted of an elevated floor constructed of timber joists and bearers, supported by concrete stumps with carpet and vinyl coverings to internal areas.

4.1.1.1 Condition

At the time of the inspection the internal floor framing was found to be in a severe condition. The timber bearers and joists that are the main structural elements of the internal floor framing were deteriorated with section loss evident throughout. The timber floorboards were rotting, and the concrete stumps below were deteriorated with severe spalling occurring.

There were obvious signs of water ingress and subsidence within the timber flooring of the pub area. The floor was found to be uneven in various locations with obvious sag / change in level of the flooring.

Due to the moisture ingress throughout the ground floor, there was mould growth evident throughout.

Figures 4-1 and 4-2 below show the condition of the ground level timber floor and Figure 4-3 below shows the condition of the floor substructure.

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Figure 4-1 Timber flooring in the pub area presenting unevenness and mould growth

Figure 4-2 Unevenness in the vinyl flooring



Figure 4-3 Internal Floor Substructure

4.1 .2 Internal Walls and Ceiling (Ground Floor)

The internal walls of the ground floor consisted of timber cladded walls founded on concrete stumps and concrete slab on ground.

4.1.2.1 Condition

The internal timber framing of the walls was hidden by cladding and could only be viewed in isolated areas at the time of the inspection. From the inspection, the internal walls were found to be in a severe condition; as most walls had signs of subsidence and deterioration. The function room's load bearing wall was presenting significant subsidence/deflection, hence the ceiling over was sagging. This has caused deflection/distortion in the door and window frames, causing functionality issues (refer to Figure 4-4). This subsidence is of significant concern as various load bearing walls were found to be settling, which could induce stresses/forces into the first floor timber framing, which would not have been considered in the original design. This subsidence also has resulted in serviceability issues with the windows and doors in various locations. (refer to Figure 4-4).

It is also noted that there were very limited tie downs and bracing in the existing wall frames.

Figures 4-4 to 4-6 show the condition of the ground floor walls.

Figure 4-4 Significant Subsidence in the function room load bearing wall and sagging ceiling.

Figure 4-5 Condition of the ground floor walls

At the time of the inspection the ceiling of the ground floor appeared to be in poor condition with significant sag in the ceiling was identified in multiple locations. There were also obvious signs of water damage in several locations and mould growth would likely be occurring to the majority of the ceiling. The severe water ingress is due to the failed roof above, which has caused the timber framing of the ceiling to deteriorate. Figure 4-6 shows the condition of the ceiling in the pub area.



Figure 4-6 Water Ingress evident in the ground floor ceiling

Internal Stairs

The internal stairs provide access to the upper level of the building and were constructed from timber and covered with carpet, with a timber landing beam above.

4.1.3.1 Condition

From the inspection the internal staircase was found to be in a poor to severe condition, with obvious deflection and rot evident in the stair landing beam. The rot in the beam is occurring at the support point, which would significantly reduce the shear capacity of the beam, which could result in the failure of the stairs if deterioration is allowed to continue.

At the time of the inspection the stairs were springy under foot traffic, with obvious signs of rot identified on the timber stringers.

Figures 4-7 and 4-8 below show the condition of the internal stairs.

Figure 4-7 Deflection and rot evident in the Stair landing beam.



Figure 4-8 Condition of the Internal Stairs

4.1 .4 Internal Floor and Walls (Level 1)

The first floor was covered by the ceiling of the ground floor on one side and floor coverings above, meaning the structure was unable to be reviewed on site. However, it is assumed the first level floor framing consists of timber bearers and floor joists supported by the external timber framed walls and timber columns and bearers over the pub and function room.

4.1.4.1 Condition

From the inspection, it was found that the timber framing is considered to be in a poor to severe condition. This opinion is based on isolated areas that the floor framing could be reviewed and the feel of the floor framing when traversed.

Signs of water ingress and excessive deflections were felt in various areas throughout the first floor. Significant subsidence was noticeable in the walls and floors at the time of the inspection. As noted in Section 4.1.2 this subsidence is of significant concern as the subsidence could induce stresses/forces into the first-floor timber framing, which would not have been considered in the original design.

The roof above the first floor has failed in a recent weather event and has allowed for excessive water ingress into the upper level and through to ground level.



Figure 4-9 Condition of the Upstairs Area

4.1.5 Internal Ceiling (Level 1)

The ceiling of the upper level was lined with chipboard and supported by the timber ceiling battens which are supported by the timber trusses.

4.1.5.1 Condition

At the time of the inspection the ceiling of the upper level appeared to be in severe condition and has failed due to the water ingress through the damaged section of the roof.

It is noted that in the areas where the roof has not failed, the ceiling was found to be sagging, which suggests that overstress and/or failure of connections has occurred. There were also obvious signs of water damage in several locations. It is noted that the signs of water ingress was throughout the first floor level and was not isolated to the area where the roof has recently failed. This water ingress over time is considered to be a factor in the deterioration of the ceiling framing.

Figures 4-10 and 4-11 below show the condition of the ceiling in the upper level.

Figure 4-11 Sagging and Cracked Ceiling

2. External Elements

4.2.1 External Timber Framed Walls

The walls of the building are timber framed construction, with the external facade being cladded with corrugated steel and internally it was cladded with timber. The timber walls of this building, along with the extra timber columns and bearers internally, are the load bearing structural elements supporting the upper structural floor and roof elements. Therefore, the condition of these elements is a major factor affecting the structural integrity of the building.

4.2.1.1 Condition

At the time of the inspection the external load bearing wall that supports the timber deck above was presenting signs of rot and weathering. It is expected that the internal timber framing is in a deteriorated state, and it is recommended that the cladding is removed to confirm the timber adequacy. The timber columns that extend the height of the building were also presenting signs of rot and deterioration. At the time of the inspection the external timber framed walls were unable to be properly inspected as they were concealed by the architectural finishes on both sides of the wall. However, in isolated areas that the timber framing could be inspected, deterioration in the timber was evident, as such, the walls are considered to be in a poor to severe condition. The timber columns that extend the height of the building were also found to be in a deteriorated state with rot and section loss evident, which renders it in a severe condition state.

Similar to the internal walls, there was limited tie downs and bracing present to the timber walls.

Figures 4-12 to 4-14 below show the condition of the external timber framed walls, with various locations showing signs of rot and deterioration.



Figure 4-12 Condition of the external West wall (left image) and a deteriorated column in the South-East Comer (right image)

Figure 4-13 Close up view of the Sout1-East deteriorated Column (left image) and rot on the window framing (right image)

Figure 4-14 View of the South-East timber column from the deck above

4.2.2 External Beer Garden Area to the Rear

The external beer garden to the rear of the building was constructed from a slab on ground and steel columns and bearers. The concrete floor slab could not be viewed at the time of the inspection as it had artificial turf covering its top surface.

4.2.2. Condition

From the inspection the structural elements of the external beer garden were generally in a fair condition. Minor surface corrosion was present identified on the steel bearers and columns, with no obvious sag or section loss occurring.

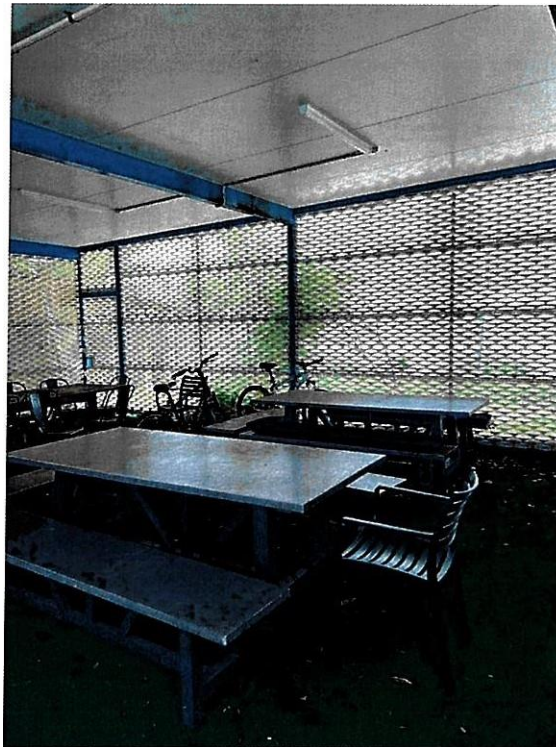


Figure 4-15 External beer garden to the rear of the building

4.2.3 Timber Decks (front and rear of building)

At the front Western and Southern sides of the building there is a timber deck which extends over a pedestrian walkway on Julia Street and Goldring Street. There is also a timber deck to the rear of the building, which is a walkway between rooms on the upper level.

The timber decks were constructed with timber joists and bearers and were supported by steel SHS columns.

It is noted that previous strengthening works have been completed to both timber decks, with the additional timber members bolted to the existing joists due to the severe deterioration in the existing joists. It is noted that the timber members bolted to the existing joists have a reduced section capacity when compared to the original joist, which suggests that the repairs were not designed and/or certified by an appropriately qualified person.

It was noted while on site that the roof above a section of the front deck has been damaged by a recent weather event.

4.2.3.1 Front Deck Condition

From the inspection, the front timber deck was generally in a severe condition, with obvious signs of deterioration throughout. The timber flooring was deteriorated at the time of the inspection, with significant deterioration occurring to the timber joists and bearers.

It was noted while on site that the previous strengthening works also have signs of deterioration. The failed roof above has allowed excessive water ingress onto this timber deck, allowing the timber joists, bearers and

load bearing walls below to rot. It was also noted that the front timber bearer was split at the time of the inspection, which would significantly impact its structural capacity.

Figures 4-16 to 4-18 below show the condition of the front deck from below and above.



Figure 4-16 View of the South side of the front deck, with split bearer and deteriorated timber elements

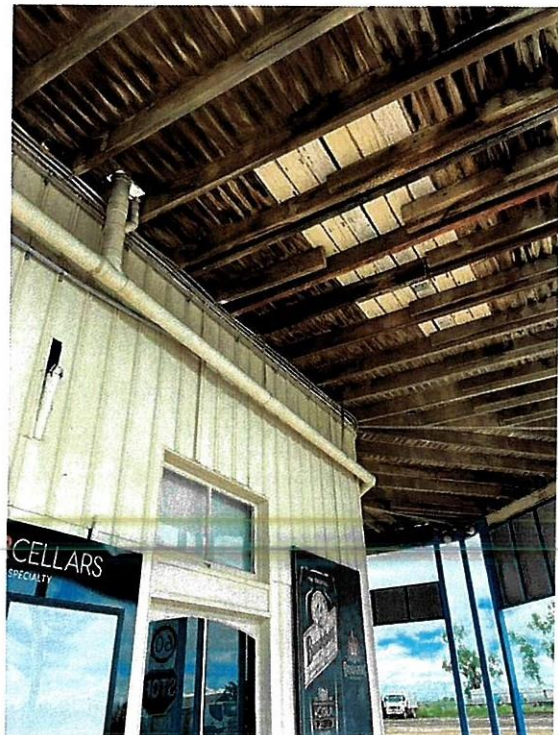
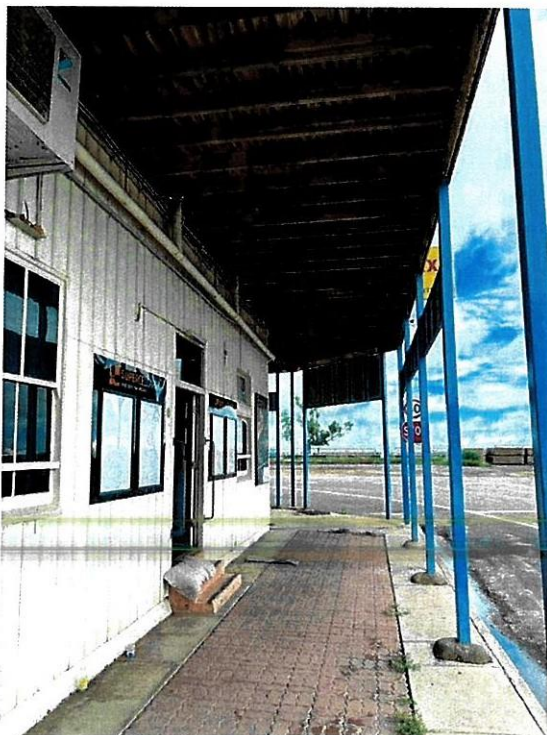


Figure 4-

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View of the South side of the front deck, with split bearer

Figure 4-17 View of the West side of the front deck, with split bearer and deteriorated timber elements

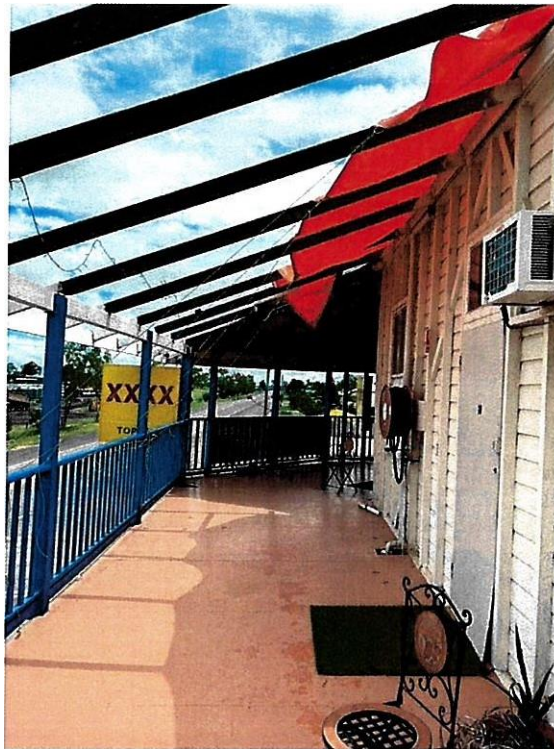


Figure 4-18 View of the front timber deck from above

At the time of the inspection corrosion was occurring to the base of the steel supporting columns, leading to spalling in the concrete footings. It was noted while on site that there was very limited redundancy for the front deck columns, meaning that any car crash or large impact into these columns would lead to the failure of the front deck.



Figure 4-19 View of the spalling concrete footings and corroded steel columns

4.2.3.2 Rear Deck Condition

From the inspection the rear timber deck was generally in a poor condition, with obvious signs of deterioration throughout. The timber flooring was presenting deterioration at the time of the inspection, with deterioration/rot occurring to the timber joists and bearers.

It was noted while on site that the previous strengthening works also have signs of deterioration, with excessive deflection identified in various bearers. The steel and timber supporting columns were deteriorated at their base; it was also noted that the hold down connections were deteriorated.

Figures 4-20 and 4-21 below show the condition of the rear deck.



Figure 4-20 View of the rear deck from below

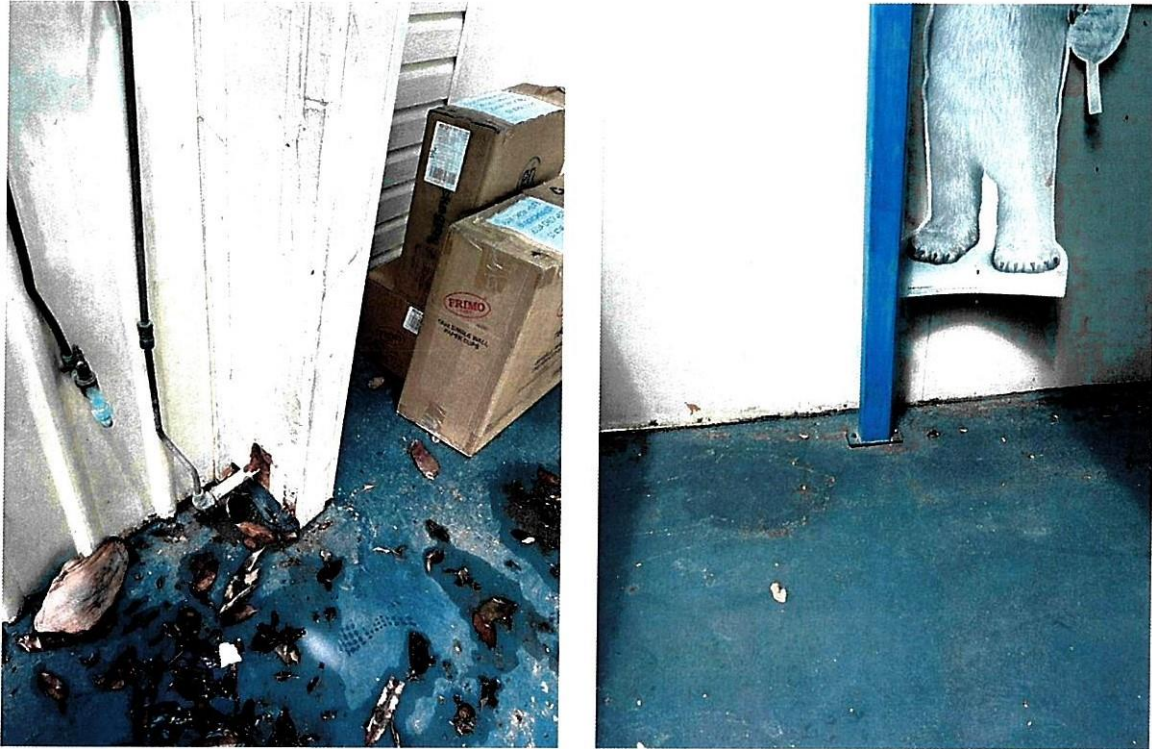


Figure 4-21 View of the deteriorated/inadequate support columns for the rear deck

4.2.4 Roof Framing and Sheeting

The roof sheeting of the building was found to generally consist of corrugated steel sheeting fixed. The roof cavity and sheeting were inspected from one location, and it was observed that the roof sheeting and multiple members of the trusses had failed. No inspection was undertaken on the exterior of the roof structure.

4.2.4.1 Condition of Main Roof

At the time of the inspection, a southern section of the roof sheeting and framing were missing/damaged, as this section had failed during a recent weather event. The remaining roof sheeting of the building

displayed surface corrosion throughout, with significant deterioration to the timber structural components.

From the inspection the timber framing and sheeting were found to be in a severe condition, with obvious signs of deterioration which impact the structural integrity of the roof structure.

At the time of the inspection, truss members were failed and had significant signs of deterioration. As noted in Section 4.1.5, the ceiling framing was found to be deteriorated throughout the first floor.

Figure 4-22 below shows the condition of the main roof structure.



Figure 4-22 View of the tie downs and failed truss

4.2.5 Timber Deck Roof Structure

The roof structure above the front and rear timber decks was also in a deteriorated state.

4.2.5.1 Condition of the Front Deck Roof

From the inspection, the roof structure above the front timber deck was found to be in a severe condition. The section of roof above the front deck that did not fail in the weather event, has significant signs of deterioration in the timber framing, with significant section loss occurring. MAL Engineers considers that there is an immediate risk of failure of certain elements of this roof structure, which include but are not limited to the fascia, loose roof sheeting and rafters.

MAL Engineers recommend removing the damaged and deteriorated elements of the roof structure over the front deck. It was noted while on site that there were no tie downs evident in the roof structure above the front deck.

Figures 4-23 and 4-24 below show the condition of the front deck's roof structure.

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Figure 4-23 View of the front deck roof framing

Figure 4-24 View of the front deck roof framing

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4.2.5.2 Condition of the Rear Deck Roof

The roof above the rear deck was found to be in a poor condition, with limited tie down capacity and significant deterioration identified in the roof bearer. The timber columns were also deteriorated and splaying in the rear deck's roof structure. It was noted while on site that previous strengthening works were also completed for the corner column as seen in the right image in Figure 4-25 below.

Figure 4-25 below shows the condition of the rear deck's roof structure.

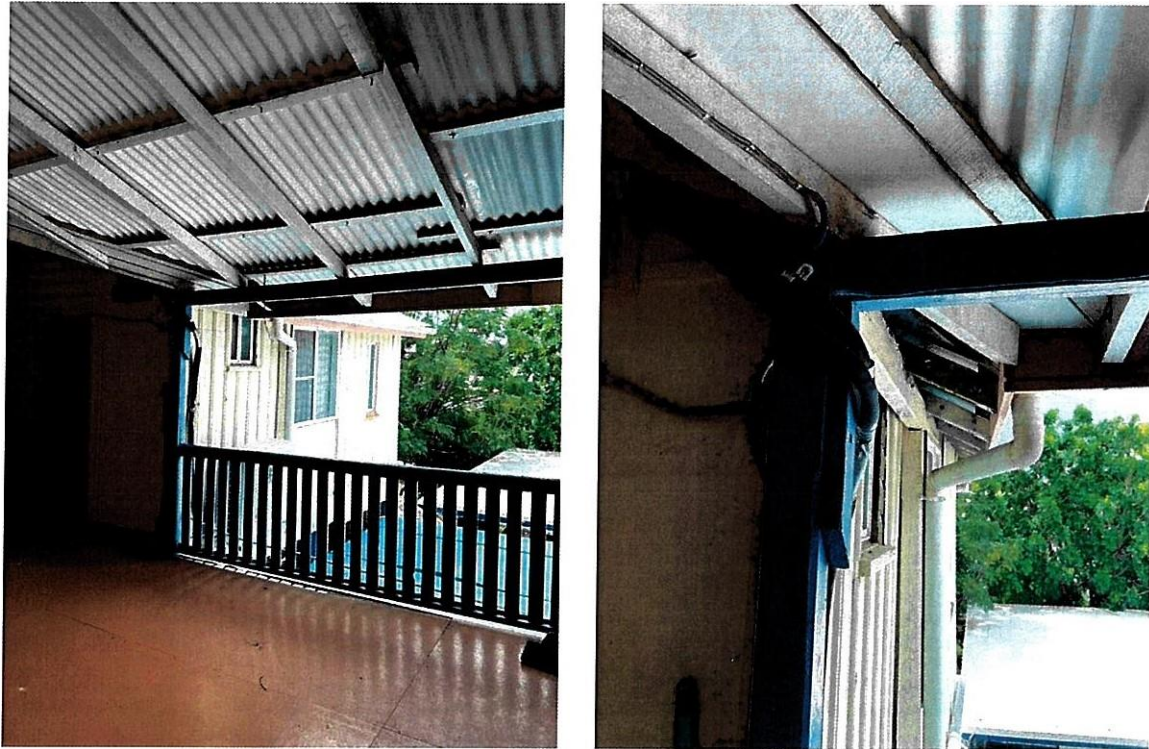


Figure 4-25 Condition of the rear deck's roof structure

5 Recommendations and Conclusion

MAL Engineers were requested by Findley Enterprises to undertake a site inspection of the building located at 33 Goldring Street, Julia Creek (Top Pub Building). The inspection was requested as the owners

of the building are concerned about its condition due to several identified defects and the recent damage which was caused to its roof during a weather event.

A structural inspection was completed on 27th February 2024. The inspection was a visual assessment completed only on the accessible elements of the building. MAL Engineers did not undertake any nondestructive or destructive testing and any aspects of the building hidden by architectural features/finishes have not been inspected and will not be included in this report. The findings of the inspection are summarised in Table 4.

Table 4 — Building Condition Summary

Location	Observations	Condition rating
Ground Floor Timber Structure	Significant subsidence due to the deteriorated timber joists/bearers, spalling concrete posts and water ingress. Damaged internal floor coverings	Poor-severe condition
Walls and ceiling	Significant subsidence in the walls Signs of water ingress and sagging of ground floor ceiling. Cracking and failed ceiling in upper level. Significant deterioration occurring to wall and ceiling elements	Poor-severe Condition
Front and rear timber deck	Deteriorated timber decks at the front and rear of the building Significant section loss in timber members Previous strengthening works completed which do not appear to be adequate and are deteriorating. The front deck framing is considered to be an immediate safety concern	Severe Condition
Roof Trusses	Failed trusses identified. Roof tie downs are considered to be undersized.	Severe condition
Roof sheeting	Deteriorated/damaged roof sheeting	Poor Condition

Based on the inspection, MAL Engineers considers the building to be in a severely deteriorated state. The building is not considered to comply with the requirements of today's Australian Standards and significant strengthening would be required to make this building serviceable. Based on the extensive deterioration in the structure, it is not considered economically viable to remediate and strengthen the existing building to return it to service.

As the building is understood to be on the Heritage Register, the appropriate authorities should be consulted prior to any demolition occurring. However, it is recommended that the area identified in this report as immediate concerns (the front deck roof structure) is removed as soon as possible as a safety precaution. It is also recommended that the owner restricts access into the building and the building is to remain vacant.



Although it was not apart of MAL Engineers scope of works, the building is considered to have asbestos throughout the structure, however this was not confirmed via testing. Removing of the asbestos elements prior to demolition may reduce the structural capacity of the building (i.e bracing capacity). As such, it is recommended that any demolition works considers the compromised nature of the building and should consider demolishing the building as a whole.

The recommendations outlined in this technical memorandum are based on a visual inspection conducted on the building from isolated locations only. No design calculations have been undertaken in developing this technical memorandum and the building has only been reviewed from a structural perspective and no other element of the building has been assessed.

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SCHEDULE OF CONDITIONS ASSESSMENT MANAGER CONDITIONS OF APPROVAL

Development Permit

Code Assessable Building Work Assessable Against the Planning Scheme (Demolition of a local heritage building (Julia Creek Hotel)) and a Material Change of Use (Nonresident workforce accommodation)

Approved Plans and Documentation

1. The development is to occur generally in accordance with the supporting plans and reports/documents reference in the table below and as attached, except where conditions of approval dictate otherwise.

Plan Title	Plan No. and Revision	Date
SITE PLAN	Q24181-ST-02, Rev 1	30/04/2024
COVER SHEET	SB41702 A-000, ISSUE 2	01/03/2024
SECTIONAL VIEW	SB41702 A-001, ISSUE 2	01/03/2024
SCHEDULES	SB41702 A-002, ISSUE 2	01/03/2024
SCHEDULES	SB41702 A-003, ISSUE 2	01/03/2024
FLOOR PLAN	SB41702 A-100, ISSUE 2	01/03/2024
ELEVATIONS	SB41702 A-200, ISSUE 2	01/03/2024
ELEVATIONS	SB41702 A-201, ISSUE 2	01/03/2024
INTERIOR ELEVATIONS - LIVING & KITCHEN	SB41702 A-202, ISSUE 2	01/03/2024
INTERIOR ELEVATIONS - BATH	SB41702 A-203, ISSUE 2	01/03/2024
INTERIOR ELEVATIONS - BEDROOM	SB41702 A-204, ISSUE 2	01/03/2024
ELECTRICAL PLAN	SB41702 A-300, ISSUE 2	01/03/2024
PLUMBING PLAN	SB41702 A-400, ISSUE 2	01/03/2024
Report/Document	Heritage Impact Assessment, prepared by Australian Heritage Specialists, dated September 2024	

General

2. The proposed development is to comply with all conditions of approval prior to commencement of use, unless stated otherwise.
3. The developer shall bear the cost of all alterations necessary to public utility mains, services or installations necessitated by this approval with all works being undertaken to Council standard.

4. The developer is to remedy and reinstate any damage incurred to the footpath, kerb and channel or any other assets within the road reserve.
5. The developer must notify council in writing upon the commencement of use.

Local Heritage

6. Prior to the commencement of any demolition or building works on site, and unless otherwise approved by Council, the applicant is to prepare and lodge with Council an Archival Report and Interpretation Plan, prepared in accordance with the approved Heritage Impact Statement reference in Condition 1.

The Archival Report and Interpretation Plan are to be prepared by a suitably qualified person and lodged with Council for approval by way of a Compliance Application seeking a Compliance Certification.

Non-resident Workforce Accommodation

7. The Non-resident Workforce Accommodation (NRWA) use is to cease within five (5) years of this development permit taking effect, with the site is to be restored to its pre-NRWA condition.

No remove doubt, this condition does not require the re-establish of any prior land uses i.e. the Hotel use and does not prejudice other development outcomes from being approved and replacing the NRWA use of the site after or before the 5 year period expires.

Amenity

8. Prior to the commencement of any demolition or building works on site, and unless otherwise approved by Council, the applicant is to prepare and lodge with Council a Landscape Plan or an updated version of the approved Site Plan, demonstrating compliance with the relevant provisions of the McKinlay Shire Planning Scheme. Including, but not limited to POIO/AOIO from the Township zone code, P05 from the Non-resident workforce accommodation code.

The Landscape Plan is to be lodged with Council for approval by way of a Compliance Application seeking a Compliance Certification.

9. A 1.8m high solid screen fence is provided and maintained along the eastern property boundary.
10. Existing street trees located within the road reserve must not be damaged, removed, destroyed or lopped without the written consent of council first being obtained.
11. Light emanating from any source complies with Australian Standard AS4282 Control of the Obtrusive Effects of Outdoor Lighting.
12. Outdoor lighting is provided in accordance with Australian Standard AS 1158.1.1 — Road Lighting — Vehicular Traffic (Category V) Lighting — Performance and Installation Design Requirement.

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13. Development is provided with a designated waste collection area that is:

- located on a concrete slab;
- located to the side or rear of the premises; • screened from public view with a 1.8m fence or landscaping.

Access, maneuvering and parking

14. The development is to provide a minimum of seven (7) car parking spaces to service the new development.

15. Vehicle crossovers and driveways from local streets are designed in accordance with council standards.

16. Car parking and manoeuvring areas are designed in accordance with:

- AS2890.1 — Parking Facilities;
- AS2890.1 — Accessible (Disabled) Parking; and
- Austroads AP-34/95 — Design Vehicles and Turning Path Templates.

Infrastructure and services

17. Telecommunications and electricity supplies are designed and installed to supplier standards.

18. The development is connected to Council's reticulated water supply network in accordance with:

- Water Services Association of Australia (WSAA), 2011, "WSA 03-11 Water Supply Code of Australia" Version 3.1; and
- Queensland Department of Energy and Water Supply, 2010, Planning Guidelines for Water Supply and Sewerage.

19. The development is connected to Council's reticulated sewerage network.

20. Stormwater drainage is provided in accordance with:

- Queensland urban drainage manual, 3rd Edition, Queensland Department of Energy and Water Supply, 2013; and
- Pilgrim, DH, (ed)., Australian Rainfall & Runoff — A Guide to Flood Estimation, Institution of Engineers, Australia,

21. All proposed structures and buildings are clear of any Council easements and underground infrastructure located within the site boundaries.

22. All invert crossing(s) and driveways are clear of all gully pits, street lights, power poles and other infrastructure located within the road reserve with a minimum separation distance of 1m.

Advice

DRAFT

General

1. Council would like to advise the applicant that provisions of the Aboriginal Cultural Heritage Act 2003 and the Queensland Heritage Act 1992 may apply to this development.
2. The developer/owner must demonstrate compliance with all conditions of approval prior to obtaining a certificate of classification for the use of any new buildings.
3. The developer may still require approval for plumbing and drainage works, building works or other works under other relevant legislation prior to commencement of works.

Local Heritage

4. The following advice is provided to assist in responding to Condition 6.

The Interpretation Plan is to be created to ensure that the site's history and cultural significance can be interpreted. The Plan is to include the utilisation of salvaged materials from the hotel (such as VJ board, stud framing, roof sheeting etc) to construct a small 'sheltered area' where an interpretive and informative sign would be put on display. The sheltered sign is to be located on the site and publicly accessible for anyone to view and interact with it, landmarking the site as the location of the former Julia Creek Hotel.

The exact materials for re-use is to be determined by qualified personnel who can further assess the condition of any potential elements (such as VJ boards) for repurpose. The design and appearance of the sheltered is to form part of the Compliance Application to Council for approval.

The interpretive signage put on display will include historical photographs, historical information, patron and local community testimonies.

The Archival Recording of the premises is to be undertaken by a suitably qualified heritage consultant in accordance with the McKinlay Shire Council Planning Scheme 2019 to ensure that the place is accurately recorded and kept secure in archives. An archival recording should include, but is not limited to:

- photographs of high resolution taken in RAW format;
- locational plans indicating the location of photographs;
- a drawing package which includes measured plans and elevations; and
- a 3D model of the building.

Prior to any works commencing, the developer is to ensure significant elements of the building marked for retention are clearly identified, ensure these elements are appropriately protected during demolitions and are not inadvertently impacted by the proposed activities. Any elements to be removed for re-purpose should be stored in a safe and secure location (safe from weather, theft, vandalism, pests, etc) until they are ready to be reused.

Ongoing advice from a suitably qualified heritage professional who is experienced with the management of historic buildings should be selected for the Project team prior to the demolition works commencing and to be present during the demolition.

6. CLOSE