

CALOUNDRA CBD
ACCESS IMPROVEMENTS

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sunshine Coast Regional Council

AND

The State of Queensland (as represented by the Department of Transport and Main Roads)

Memorandum of Understanding (MOU)

This MOU is between the following parties:

Sunshine Coast Regional Council (Council)

and

**The State of Queensland (as represented by the Department of Transport
and Main Roads) (TMR)**

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1 PART 1 – PRELIMINARY

1.1 Short title

This document may be referred to as the Memorandum of Understanding (MOU) for recognising joint roles and responsibilities in addressing Caloundra Access Projects or the Caloundra Access MOU.

1.2 Purpose

The purpose of the MOU is to facilitate cooperation between TMR and Council, for planning the delivery of road upgrade projects to improve access to the Caloundra CBD area, maximising network efficiency and achieving best value for the combined projects of both parties.

1.3 Recitals

- (a) There are a number of road and intersection projects required to realise the purpose described above.
- (b) It is agreed that appropriate investment in the State controlled and Council controlled road networks is required to achieve the best transport solution.
- (c) Council and TMR will work together to seamlessly deliver a “one network” solution that balances demand with levels of service, minimises costs and improves the travel experience for the community.
- (d) It is agreed that co-operation over project planning, selection, design and timing of delivery will result in a better and more cost-effective solution.
- (e) It is agreed that a Partnership approach will be used to identify and resolve shared funding responsibilities.
- (f) The Parties acknowledge and agree that funding and delivery of the road network upgrade projects listed in Table 1 are subject to the respective Party’s approval, planning and programming processes.
- (g) The Parties wish to enter into this MOU to confirm their commitment to co-operate.

1.4 Definitions

- (a) “**Effective Date**” means the date the last Party executes the MOU.
- (b) “**End Date**” means 1 December 2031, unless otherwise extended in writing by both the Parties.
- (c) “**MOU**” means this memorandum of understanding.
- (d) “**Party**” means a party listed in item 1.
- (e) “**Project**” means a road upgrade project which contributes to improving access to the Caloundra CBD.
- (f) “**Partnership**” means both Parties intend to work together colloaboratively to achieve a one network outcome.

2 PART 2 –AGREEMENT

2.1 Background

Many road corridors in and around the Caloundra CBD are operating at a level of service F or below during weekday peak periods and during busy weekend and holiday periods. The key issue is the performance of Caloundra Road (Bowman Road) between Nicklin Way and Bulcock Street, and supporting road network, including the Caloundra Road/Nicklin Way/Pelican Waters Boulevard roundabout, and the Caloundra Road/West Terrace/Baldwin Street signalised intersection. Congestion occurs on Nicklin Way and Caloundra Road impacting heavily on the local road network.

The Parties will adopt a Partnering approach to improve the existing performance of the overall road network, including planned upgrades to the Council road network that will draw traffic away from the congested eastern end of Caloundra Road. Planned upgrades on Council's network will ease congestion on the State controlled road network, particularly the Caloundra Road/Nicklin Way/Pelican Waters Boulevard roundabout and the Caloundra Road/West Terrace signalised intersection. Such an approach offers the community the most efficient road network and cost effective solutions to address congestion.

2.2 Agreement

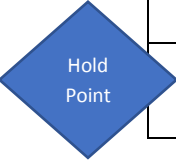
From the Effective Date, the Parties intend that:

- (a) the terms recorded in this MOU are not to be legally binding and are not intended to have contractual effect on the express terms of this MOU;
- (b) improvements to the road network will be planned to deliver improved access to the Caloundra CBD;
- (c) continued co-operation would deliver the most cost effective and efficient road network for Caloundra;
- (d) both parties will use their reasonable endeavours to investigate opportunities to co-fund projects which benefit the network;
- (e) the projects identified to provide agreed road network outcomes for Caloundra CBD are outlined in Table 1, sequenced in order of anticipated delivery dates;
- (f) TMR will use its reasonable endeavours to actively progress business case development to seek funds for the delivery of the Phases 1 and 2 TMR projects identified in Table 1.
- (g) TMR will, subject to having received the relevant approvals, use its reasonable endeavours to seek funds to progress planning for the TMR projects in Phase 4 identified in Table 1.

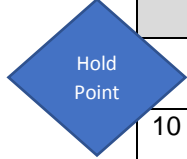
Table 1 – Transport Projects for Improved Access to Caloundra CBD

Project #	Project Lead	Project location	Project description	Project benefit	Expected delivery year/s (indicative)	Indicative project funding (million)	
						Council	TMR ¹
1	Council	Burke St	Burke St Extension	<ul style="list-style-type: none"> Provides an efficient local connection from Golden Beach to Pelican Waters Boulevard running parallel to the congested section of Caloundra Road between West Terrace/Baldwin Street and Nicklin Way/Pelican Waters Boulevard. Forecast to reduce 2041 traffic volumes on sections of Caloundra Road by about 2,700vpd. 	2017/18/19	\$4.3	\$0
2	TMR	Nicklin Way/Caloundra Rd/Pelican Waters Blvd	Roundabout metering at Nicklin Way/Caloundra Rd/Pelican Waters Blvd intersection	<ul style="list-style-type: none"> An interim signal metering arrangement to manage demand flows in peak periods to reduce overall intersection delay and improve safety 	TMR priority #1	\$0	Low
3	Council	Bowman Rd/Arthur St	Signalise Bowman Rd/Arthur St intersection	<ul style="list-style-type: none"> An interim signalised arrangement will improve access to and from Arthur Street which will potentially reduce travel time on this corridor for access to the eastern beaches of Caloundra 	2021/22	\$0.5	\$0
4	Council	Oval Avenue	<p>Oval Avenue upgrade from Third Ave to Bowman Rd - alignment to be confirmed. (Third Ave extension Stage 1)</p> <ul style="list-style-type: none"> Land acquisition Construction 	<ul style="list-style-type: none"> The Oval Avenue upgrade is to be delivered with or before the Third Avenue connection to Nicklin Way. This will provide an attractive alternative to Caloundra Road Forecast, as an intergral contributor to the Third Avenue Extension project to enable the reduction of 2041 traffic volumes on sections of Caloundra Road by about 10,000vpd. 	<p>2019/20</p> <p>2022/23</p>	<p>\$4</p> <p>\$10</p>	<p>TBD</p> <p>TBD</p>
<p>Hold Point: Further Council investment is contingent on the commitment from TMR to deliver projects 5 & 6</p>							

PHASE 1



Project #	Project Lead	Project location	Project description	Project benefit	Expected delivery year/s (indicative)	Indicative project funding (million)	
						Council	TMR ¹
5	TMR	Nicklin Way / Third Ave	Create a full movement signalised intersection at Nicklin Way/Third Ave with connections to Third Ave and Industrial Ave (Third Ave extension Stage 2)	<ul style="list-style-type: none"> This project improves access into the Caloundra CBD and significantly reduces traffic at the Caloundra Road/Nicklin Way roundabout and on Caloundra Road between Nicklin Way/Pelican Waters Boulevard and West Terrace/Baldwin Street Forecast to reduce 2041 traffic volumes on sections of Caloundra Road by about 10,000vpd. 	TMR priority #2	\$4	Med
6	TMR	Nicklin Way/Caloundra Rd/Pelican Waters Blvd	Signalise Nicklin Way/Caloundra Rd/Pelican Waters Blvd intersection	<ul style="list-style-type: none"> This intersection upgrade will improve capacity, flood immunity, and safety, particularly for active transport, and will also reduce travel time into the Caloundra CBD area Increases development potential for Pelican Waters 	TMR priority #3	\$0	High
7	Council	Queen St and Bower St	Signalise Queen St and Bower St intersection and carry out associated works	<ul style="list-style-type: none"> Improves safety and flow of pedestrians, cyclists and traffic accessing the Caloundra High School precinct This project is a prerequisite to the Queen Street ramps 	2025/26	\$1	\$0
8	Council	Gosling St	Extend Gosling St between Bowman Rd and Omrah Ave (alignment under investigation)	<ul style="list-style-type: none"> Provides an alternative route to the Caloundra CBD, maximising vehicle reductions on Caloundra Road Realigning Omrah Avenue to Bowman Road/Gosling Street intersection improves accessibility of Omrah Avenue particularly for passenger transport and active transport, and improves major intersection spacing and traffic flow along Bowman Road 	2025/26	\$3.3	\$0
9	Council	Industrial Ave	Construct new link between Third Ave and Sugar Bag Road	<ul style="list-style-type: none"> Provides an alternative to Nicklin Way or Queen Street from the area of Aroona to Caloundra CBD through the current Council depot (pending alterations to Council's depot) In combination with the Third Avenue extension, this project contributes to reduced traffic volumes on Nicklin Way and Caloundra Road through diverting local trip movements 	2026-31	\$7	\$0



Project #	Project Lead	Project location	Project description	Project benefit	Expected delivery year/s (indicative)	Indicative project funding (million)	
						Council	TMR ¹
Hold Point: Further Council investment is contingent on the commitment from TMR to co-fund project 12							
10	Council	Ulm St	Extension of Ulm St to Bowman Rd	<ul style="list-style-type: none"> Improves traffic access into Caloundra CBD from Queen Street 	2026-31	\$8	\$0
11	Council	Queen St	Upgrade Queen St (4 lanes) from Nicklin Way to Ulm St	<ul style="list-style-type: none"> Initially it improves traffic flow and safety for all road users This project is a prerequisite to the Queen Street ramps project 	2031-36	\$4	\$0
12	Council	Queen St and Sugar Bag Rd	Construct north facing ramps onto Nicklin Way	<ul style="list-style-type: none"> Provides an alternative route to and from Caloundra CBD and Caloundra's eastern beaches which reduces traffic on sections of Caloundra Road and Nicklin Way Forecast to reduce 2041 traffic volumes on sections of Caloundra Road by 1,100vpd 	2031-36	\$6	Med
13	TMR	Bellvista Blvd-Pelican Waters Blvd	Construct an east-west link between Bellvista Blvd and Pelican Waters Blvd	<ul style="list-style-type: none"> This link provides a major new road between Caloundra South and Caloundra CBD as an alternative and supplementary route to Caloundra Road This project avoids the need to 6 lane Caloundra Road 	TMR priority #4	\$0	High
14	TMR	Caloundra Rd/Bowman Rd	6 lanes from West Terrace to Bulcock St, including approaches	<ul style="list-style-type: none"> This upgrade will increase capacity of Caloundra Road/Bowman Road which may attract further demand There may be a more cost effective and lesser impact alternative utilising the state and local road networks – to be investigated 	TMR priority #5	\$0	High

1: TMR indicative funding description - Low <\$5M, Medium \$5M - \$20M, High >\$20M

3 PART 3 – KEY PROCESS OBLIGATIONS

3.1 Cooperation and Sharing Information

- (a) The Party responsible for leading a project (Project Lead) will consult with the other Party (Project Interest) to ensure the project will be beneficial to the overall road network.
- (b) The Parties will share transport modelling, scenario testing results, design options and other relevant design detail (Data), before a final solution is determined. The sharing of Data is subject to the relevant party (Granting Party) having the intellectual property rights in the Data required to grant the other part (Receiving Party) the rights required under this clause and the Parties executing appropriate licences to grant those rights.
- (c) The Project Interest must, subject to having received the relevant approvals, give the Project Lead all necessary information and material (Information) to facilitate delivery of the transport projects, reflecting the Partnership intent of this MOU. However, this is subject to any existing confidentiality obligations governing the disclosure of the Information, the Granting Party having the intellectual property rights in the Information required to grant the Receiving Party the rights required under this clause and the Parties executing appropriate agreements/licences to grant those rights.
- (d) The Parties will investigate opportunities for co-funding projects which provide an identified benefit to the State and Council networks. (refer to Table 1 above).

3.2 Confidentiality

- (a) This MOU is not confidential but the Parties acknowledge and agree to respect the confidential and sensitive nature of the concept designs and scenario testing.

4 PART 4 – PROJECT CONTROL GROUP

4.1 Establishment of Project Control Group

- (a) The Parties agree to establish a Project Control Group (**PCG**) consisting of three Council officers and three TMR officers to advance the intent of this MOU;
- (b) The PCG will meet as necessary, but at a minimum twice every calendar year to discuss MOU projects.
- (c) The PCG will continue to operate until the delivery of all MOU projects, or as otherwise agreed by the Parties.

5 PART 5 – TERM AND TERMINATION

5.1 Term

This MOU commences on the Effective Date and expires on the End Date unless terminated earlier in accordance with clause 5.2.

5.2 Termination by a Party

Any Party may terminate this MOU by giving written notice to the other Party.

6 PART 6 - GENERAL PROVISIONS

6.1 Amendment or variation

This MOU can be amended, replaced or varied by another document by agreement of both Parties.

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7 Execution of Memorandum of Understanding

Executed for and on behalf of the Sunshine Coast Regional Council by its duly

authorised officer on the _____ of _____ 2018, in the presence of:

sign here ▶

Authorised Officer

print name

sign here ▶

Witness

print name

Executed for and on behalf of the State of Queensland (represented by the Department of Transport and Main Roads) by its duly

authorised officer on the _____ of _____ 2018, in the presence of:

sign here ▶

Authorised officer

print name

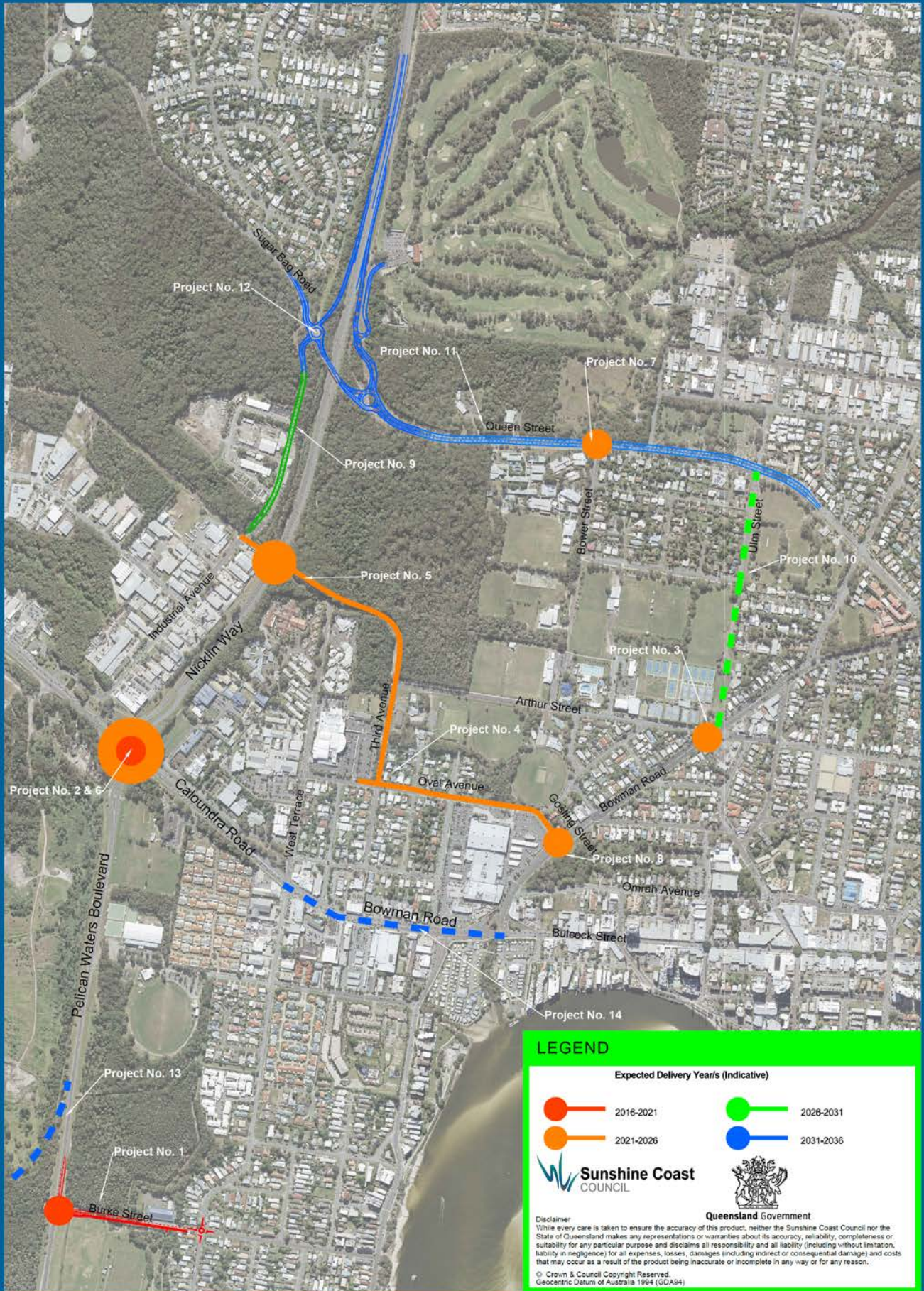
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Witness

print name

MOU PROJECTS MAP



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