

# BUSINESS PAPER

## General Meeting

**Wednesday 26 June 2019**

Roma Administration Centre

### NOTICE OF MEETING

Date: 21 June 2019

Mayor:

Councillor T D Golder

Deputy Mayor:

Councillor J L Chambers

Councillors:

Councillor N H Chandler

Councillor P J Flynn

Councillor G B McMullen

Councillor W M Newman

Councillor C J O'Neil

Councillor D J Schefe

Councillor J M Stanford

Chief Executive Officer:

Ms Julie Reitano

Senior Management:

Mr Rob Hayward (Deputy Chief Executive Officer/Director  
Development, Facilities & Environmental Services)

Ms Sharon Frank (Director Corporate, Community & Commercial  
Services)

Please find attached agenda for the **General Meeting** to be held at the Roma Administration Centre on **June 26, 2019 at 9.00AM.**



Julie Reitano  
**Chief Executive Officer**

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## Status Reports

### Next General Meeting

- To be held at the Roma Administration Centre on 10 July 2019.

## Confidential Items

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, a local government may resolve to close a meeting to the public to discuss confidential items that it's Councillors or members consider it necessary to close the meeting.

### C Confidential Items

- C.1 Facility Housing Property - 181 Alice St Mitchell**  
**Classification:** Closed Access  
 Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.2 Further dealing over Reserve for Gravel Purposes - Lot 115 on WV1551**  
**Classification:** Closed Access  
 Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.3 Conversion of Tenure - Lot 23 on CP847082**  
**Classification:** Closed Access  
 Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.4 Request for Fee Waiver from Endeavour Foundation entrants**  
**Classification:** Closed Access  
 Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

- C.5 Request for Fee Waiver from Motov8**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.6 Request for Fee Waiver from Queensland Symphony Orchestra**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.7 Request for Fee Waiver from Booringa Action Group for Fire & Water Festival**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.8 Capital Works Program 2018-2019 Amendment - Glen Arden Road Gravel Resheet**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(c) the local government budget.
- C.9 Analysis of Water Meters Greater than 25mm Diameter**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(c) the local government budget.
- C.10 Roma Quarry Business Report - March and April 2019**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.11 May 2019 - Monthly Business Unit Report - Airports**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(c) the local government budget.
- C.12 Application for Community Organisation Concession**  
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- C.13 Q4 2018/19 Budget Changes and Carry Over Projects**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(c) the local government budget.

- C.14 Bank Charges - Option to Recover through a Payment Surcharge**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.15 Roma Saleyards - Request to Continue Fortnightly Prime Sales**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.16 Renewal - Postbillpay Agreement**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.17 Register of Sole Supplier Arrangements**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.18 Tender 19023 - Lease of Lot 2 on DUB5333 - Plasery Road, Mitchell**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.19 Purchase of Second Hand Prime Mover**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.20 Request for Reduction in Trading Terms**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
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**Classification:** Closed Access  
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- C.22 Footpath Maintenance – McDowall Street, Roma (near Betta Electrical)**  
**Classification:** Closed Access  
Local Government Regulation 2012 Section 275(c) the local government budget.

**C.23 Update on Flood Mitigation Landholder Matters - Assessment No. 14019137**

**Classification:** Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

**C.24 Update on the Draft New Certified Agreement**

**Classification:** Closed Access

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**Closure**

**MINUTES OF THE GENERAL MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 12 JUNE 2019 COMMENCING AT 9.10AM**

**ATTENDANCE**

Mayor Cr. T D Golder chaired the meeting (until 12.16pm) with Deputy Mayor Cr. J L Chambers chairing the meeting (from 12.16pm until 3.10pm), Cr. N H Chandler, Cr. P J Flynn, Cr. G B McMullen, Cr. W M Newman, Cr. D J Scheffe, Cr. J M Stanford, Chief Executive Officer – Julie Reitano, and Minutes Officer – Kelly Rogers in attendance.

**AS REQUIRED**

Deputy Chief Executive Officer/Director Development, Facilities & Environmental Services – Rob Hayward, Director Corporate, Community & Commercial Services – Sharon Frank, Deputy Director Infrastructure Services/Strategic Road Management – Cameron Hoffmann, Manager Planning & Building Development – Danielle Pearn, Regional Tourism Development Coordinator – Justine Miller, Regional Grants & Council Events Development Coordinator – Susan Sands, Regional Sport & Recreation Development Coordinator – Fiona Vincent, Local Development Officer Surat – Johanne Hancock, Local Development Officer Mitchell – Jane Fenton.

**WELCOME**

The Mayor welcomed all present and declared the meeting open at 9.10am. It was noted that Cr. Flynn would be arriving at approximately 9.30am.

**APOLOGIES**

**Resolution No. GM/06.2019/01**

**Moved Cr Chambers**

**Seconded Cr Scheffe**

**That apologies be received and leave of absence granted for Cr. O'Neil for this meeting.**

**CARRIED**

**7/0**

**CONFIRMATION OF MINUTES**

**Resolution No. GM/06.2019/02**

**Moved Cr Chambers**

**Seconded Cr Chandler**

**That the minutes of the Budget Submissions & Financial Planning Standing Committee Meeting held on 22 May 2019 be confirmed.**

**CARRIED**

**7/0**

**Resolution No. GM/06.2019/03**

**Moved Cr Chambers**

**Seconded Cr Newman**

**That the minutes of the General Meeting held on 22 May 2019 be confirmed.**

**CARRIED**

**7/0**

**Resolution No. GM/06.2019/04****Moved Cr Chambers****Seconded Cr Chandler**

**That the minutes of the Budget Submissions & Financial Planning Standing Committee Meeting held on 4 June 2019 be confirmed, incorporating the following amendment:**

**Resolution Number BUD/06.2019/09**

**Be updated to reflect the Mayor as having called for a 'Division of the Vote,' rather than Cr. Chambers.**

**CARRIED****7/0****DECLARATION OF CONFLICTS OF INTEREST**

Cr. Chandler declared a 'Conflict of Interest' with the following item:

- 13.1 – Injune C17 Locomotive Repair and Conservation  
due to her holding the position of President for the Injune District Tourism Association, the applicant under Council's consideration in this matter.

Cr. Chandler foreshadowed that she would remove herself from discussions and decisions on this matter.

Cr. Chambers declared a 'Material Personal Interest' with the following item:

- C.23 – Overdue Rates – Commencement of Legal Action  
due to her son being married to the daughter of one of the ratepayers listed in the report.

Cr. Chambers foreshadowed that she would remove herself from discussions and decisions on this matter.

Cr. McMullen declared a 'Conflict of Interest' with the following two (2) items:

- C.23 – Overdue Rates – Commencement of Legal Action  
due to a family member being one of the ratepayers listed in the body of the report.
- C.26 – Update Sale of Land  
due to his neighbour having been named in the body of the report.

Cr. McMullen foreshadowed that he would remove himself from discussions and decisions on these matters.

Cr. Stanford declared a 'Conflict of Interest' with the following item:

- LC.4 – Update on Flood Mitigation Landholder Matters (Assessment No. 14019137)  
due to her having a close personal family association with the applicant under Council's consideration in this matter.

Cr. Stanford foreshadowed that she would remove herself from discussions and decisions on this matter.

Mayor Golder declared a 'Conflict of Interest' with the following three (3) items:

- LC.4 – Update of Flood Mitigation Landholder Matters – Assessment No. 14019137
- LC.5 – Update of Flood Mitigation Landholder Matters – Assessment No. 14019178
- LC.6 – Roma Flood Mitigation Stage 1 – Landholder Negotiations Assessment Number 14008387

due to his mother having a legal agreement with Maranoa Regional Council in relation to flood mitigation back in 2014, which has not been fully completed.

Mayor Golder foreshadowed that he would remove himself from discussions and decisions on the abovementioned items.

## ON THE TABLE

There were no items for discussion on the table.

## BUSINESS

### CORPORATE, COMMUNITY & COMMERCIAL SERVICES

Item Number: 11.1 File Number: D19/37635

SUBJECT HEADING: CAT MANAGEMENT

Officer's Title: Manager - Community Services

#### **Executive Summary:**

*Council is committed to encouraging and promoting responsible pet ownership within the Maranoa. Registration plays a critical part in this process. To enable Council to gain a better understanding of the number of domestic cats residing within the Maranoa, and to support responsible pet ownership, it was recommended that mandatory cat registration be introduced. This will align registration requirements for both dog and cat owners within the region.*

*To encourage cat owners to register their pet, it was recommended that:*

- registration be offered free of charge for the financial year 2019/20; and
- advisory notices only (no fines) be issued on detection of non-compliance from introduction to 30 June 2020;

*to provide ample time for the community to become aware of the change.*

#### **Resolution No. GM/06.2019/05**

**Moved Cr Newman**

**Seconded Cr Chandler**

#### **That Council:**

1. Propose to make amendment to *Subordinate Local Law No. 2 (Animal Management) 2011* to include mandatory cat registration to support responsible pet ownership within the Maranoa.
2. Implement a transition process that encourages cat owners to register their cat/s with:

- registration to be free of charge for the financial year 2019/20.
- advisory notices only (no fines) to be issued on detection of non-compliance from introduction to 30 June 2020.

CARRIED

6/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. McMullen	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

Responsible Officer	Manager - Community Services
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Item Number: 11.2

File Number: D19/38456

SUBJECT HEADING:

**DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE BIOSECURITY REGULATION 2016**

Officer's Title:

Governance Officer

***Executive Summary:***

*Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the Biosecurity Regulation 2016 to the position of Chief Executive Officer.*

**Resolution No. GM/06.2019/06**

Moved Cr Chambers

Seconded Cr Schefe

That:

1. Council, under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Biosecurity Regulation 2016*.
2. All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

CARRIED

7/0

Responsible Officer	Governance Officer
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Item Number: 11.3 File Number: D19/41088

**SUBJECT HEADING:** DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE PUBLIC HEALTH ACT 2005

**Officer's Title:** Governance Officer

**Executive Summary:**

*Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the Public Health Act 2005 to the position of Chief Executive Officer.*

**Resolution No. GM/06.2019/07**

**Moved Cr Newman**

**Seconded Cr Stanford**

**That:**

1. Council, under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Public Health Act 2005*.
2. All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

CARRIED

7/0

**Responsible Officer**

**Governance Officer**

Item Number: 11.4 File Number: D19/45771

**SUBJECT HEADING:** DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE WATER ACT 2000

**Officer's Title:** Governance Officer

**Executive Summary:**

*Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the Water Act 2000 to the position of Chief Executive Officer.*

**Resolution No. GM/06.2019/08**

**Moved Cr Chandler**

**Seconded Cr Schefe**

**That:**

1. Council, under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer.

These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Water Act 2000*.

2. All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

CARRIED

7/0

Responsible Officer

Governance Officer

Item Number:

11.5

File Number: D19/46750

SUBJECT HEADING:

**DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE PUBLIC HEALTH REGULATION 2018**

Officer's Title:

Governance Officer

***Executive Summary:***

*Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the Public Health Regulation 2018 to the position of Chief Executive Officer.*

**Resolution No. GM/06.2019/09**

Moved Cr Newman

Seconded Cr Chambers

That:

1. Council, under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Public Health Regulation 2018*.
2. All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

CARRIED

7/0

Responsible Officer

Governance Officer

Item Number:

11.6

File Number: D19/39410

SUBJECT HEADING:

**REGISTER OF GENERAL COST - RECOVERY FEES AND COMMERCIAL CHARGES 2019/20**

Officer's Title:

Contractor - Strategic Finance

***Executive Summary:***

*Fees and charges for the following departments were reported previously to Council:*

- *Airport fees and charges on 27 March 2019*
- *Animal control fees on 27 March 2019*
- *Saleyards fees and charges on 10 April 2019*

*The consolidated fees and charges schedule was presented to the Budget Submissions and Financial Planning Standing Committee on 22 May 2019.*

*This report provided the consolidation of the recommended General Cost – Recovery Fees and Commercial Charges for the 2019/20 financial year.*

**Resolution No. GM/06.2019/10**

**Moved Cr Chambers**

**Seconded Cr Newman**

**That Council:**

1. Receive and note the report.
2. Adopt the fees in the Register of General Cost-Recovery Fees and Commercial Charges 2019/20, as presented and attached to the officer's report.
3. Resolve that, in relation to those cost-recovery fees to which Section 97 of the *Local Government Act 2009* applies:
  - (i) the applicant is the person liable to pay these fees; and
  - (ii) the fee must be paid at or before the time the application is lodged.
4. Delegate to the Chief Executive Officer the power to amend commercial charges to which section 262 (3) (c) of the *Local Government Act 2009* applies.

CARRIED

6/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. McMullen	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

**Responsible Officer**

**Contractor - Strategic Finance**

Cr. Newman left the Chambers at 9.27am, and returned at 9.28am.

**Item Number:**

**11.7**

**File Number: D19/46916**

**SUBJECT HEADING:**

**INVESTMENT REPORT AS AT 30 APRIL 2019**

**Officer's Title:**

**Contractor - Finance Systems Support**

***Executive Summary:***

*The purpose of this report was to present the Investment Report (including the Trading Limits Report) as at 30 April 2019.*

**Resolution No. GM/06.2019/11**
**Moved Cr Chambers**
**Seconded Cr Schefe**
**That the Investment Report as at 30 April 2019 be received and noted.**

CARRIED

6/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. McMullen	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

<b>Responsible Officer</b>	<b>Contractor - Finance Systems Support</b>
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**Item Number:** 11.8

**File Number:** D19/46476

**SUBJECT HEADING:** MONTHLY FINANCIAL REPORT FOR THE PERIOD  
ENDING 30 APRIL 2019

**Officer's Title:** Contractor - Finance Systems Support  
Chief Executive Officer

**Executive Summary:**

The purpose of this report was for the Chief Executive Officer to present a monthly financial report to Council in accordance with section 204 of the Local Government Regulation 2012 for the month of April 2019 and year to date.

**Resolution No. GM/06.2019/12**
**Moved Cr Newman**
**Seconded Cr Chambers**
**That the monthly financial report for the period ending 30 April 2019 be received and noted.**

CARRIED

7/0

<b>Responsible Officer</b>	<b>Contractor - Finance Systems Support Chief Executive Officer</b>
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**Item Number:** 11.9

**File Number:** D19/46638

**SUBJECT HEADING:** CONSIDERATION OF COUNCILLOR ATTENDANCE AT  
CONFERENCES

**Officer's Title:** Lead Officer - Councillors' Support & Community  
Engagement

**Executive Summary:**

The report sought to formalise councillor attendance at upcoming elected member training as part of enhancing strategy and policy development for Council.

**Resolution No. GM/06.2019/13**

**Moved Cr McMullen**

**Seconded Cr Schefe**

**That Council:**

1. Endorse the attendance of Mayor Golder at the 2019 Asia Pacific Cities Summit on 7 – 10 July 2019 in Brisbane.
2. Endorse the attendance of Cr Newman at the Sustainable Economic Growth for Regional Australia (SEGRA) Conference in Barooga, New South Wales, on 20 – 22 August 2019.
3. Draw the required funds from attending individual Councillor Conference budgets.

CARRIED

7/0

**Responsible Officer**

**Lead Officer - Councillors' Support & Community Engagement**

#### **INFRASTRUCTURE SERVICES**

**Item Number:**

**12.1**

**File Number: D19/45579**

**SUBJECT HEADING:**

**ROMA DENISE SPENCER POOL FEASIBILITY STUDY - COMMUNITY SURVEY**

**Officer's Title:**

**Project Officer - Program & Contract Management**

#### ***Executive Summary:***

*Council allocated funds in the 2018/19 budget to undertake a feasibility study into the future of the Roma Denise Spencer Pool. As part of that project, a Maranoa-wide, electronic survey was proposed to be released, which would allow Council to better understand the community views and expectations for the pool and its facilities. This report provided an update to Council on the project activities that have occurred to date, including an overview of the proposed community survey.*

**Resolution No. GM/06.2019/14**

**Moved Cr McMullen**

**Seconded Cr Chandler**

**That Council:**

1. Note the status of the Roma Pool Feasibility Study.
2. Endorse the release of the Roma Denise Spencer Pool electronic survey to the Maranoa community.
3. Make available a hardcopy of the survey at all Council Customer Service Centres and swimming pools across the region.

CARRIED

7/0

**Responsible Officer**

**Project Officer - Program & Contract Management**

## DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES

Cr. Chandler, having previously foreshadowed a 'Conflict of Interest' in the following item, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the Chamber at 9.36am, taking no part in discussions and debate on the matter.

**Item Number:** 13.1 **File Number:** D19/39424

**SUBJECT HEADING:** INJUNE C17 LOCOMOTIVE REPAIR AND CONSERVATION

**Officer's Title:** Regional Tourism Development Coordinator

### **Executive Summary:**

*Injune District Tourism Association wrote to Council to request funding to assist with the repair, sandblasting and repainting on the C17 Locomotive located in Hutton Street Injune.*

**Resolution No. GM/06.2019/15**

**Moved Cr Scheffe**

**Seconded Cr Newman**

**That Council:**

1. **Grant permission to Injune District Tourism Association to:**
  - **Complete repair works to C17 Locomotive and Station Building**
  - **Sandblast and repaint the Locomotive**
  - **Construct a shed structure over the Locomotive**
  - **Install signage within the Station yard and building**
2. **Partner with Injune District Tourism Association by providing funding of \$14,000 to assist with the repair, sandblasting and repainting of the C17 Locomotive.**
3. **Transfer unspent funds from Economic and Community Development budget GL 2888.2257.2001 (Food and Fire Fest) to a new work order to recognise the additional project to repair the C17 Locomotive in Injune.**

CARRIED

6/0

**Responsible Officer**

**Regional Tourism Development Coordinator**

At cessation of discussion and debate on the abovementioned item, Cr. Chandler returned to Chamber at 9.40am.

Cr. Flynn entered the Chamber and meeting at 9.42am.

**Item Number:** 13.2 **File Number:** D19/39883

**SUBJECT HEADING:** OUTBACK QUEENSLAND TOURISM AWARD NOMINATIONS

**Officer's Title:** Regional Tourism Development Coordinator

### **Executive Summary:**

*Outback Queensland Tourism Association hosts annual tourism excellence awards to recognise outstanding effort and results across Outback Queensland. These awards are highly competitive and prestigious, and the nomination process is lengthy.*

*The categories have been considered and whilst a number of relevant projects are currently being implemented the timing is not suitable to nominate in 2019, due to the closing date for submissions being 12 June.*

*Council will be in a very strong position to submit three nominations in 2020 and another in 2021.*

**Resolution No. GM/06.2019/16**

**Moved Cr Chandler**

**Seconded Cr Newman**

**That Council:**

- 1. Submit the following nominations in the 2020 Outback Queensland Tourism Association (OQTA) Awards:**
  - Tourist Attraction – Roma Saleyards Interpretive Centre;
  - Destination Branding – nomination to focus on the tourism branding project currently being implemented;
  - Outstanding Contribution by a Volunteer or Volunteer Group – Cobb & Co Festival Committee.
- 2. Encourage and assist the following organisations to submit nominations in 2020:**
  - Festival and Events – Cobb & Co Festival;
  - Visitor Information Services – Mitchell Visitor Centre;
  - All other tourism businesses/operators interested in nominating.
- 3. Submit a nomination in the Major Tourist Attraction or Tourist Attraction category in 2021 for The Bigger Big Rig and Tree Walk.**

CARRIED

7/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. Flynn	
Cr. McMullen	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

<b>Responsible Officer</b>	<b>Regional Tourism Development Coordinator</b>
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**Item Number:**

**13.3**

**File Number: D19/39907**

**SUBJECT HEADING:**

**SKYLINE CAMERA INSTALLATION AT ROMA AIRPORT**

**Officer's Title:**

**Manager - Airports (Roma, Injune, Surat, Mitchell)**

***Executive Summary:***

*The Roma Aero Club requested the installation of publicly accessible skyline cameras at Roma Airport to aid aviators in monitoring weather conditions when flight planning.*

*This report served to seek approval for the installation of these cameras following consultation with the Aero Club and Airport Advisory Committee.*

**Resolution No. GM/06.2019/17**

**Moved Cr McMullen**

**Seconded Cr Newman**

**That Council:**

- 1. Approve the project to install skyline cameras at Roma Airport funded by the Roma Airport Operations budget.**
- 2. Select West Tech Systems as the preferred supplier at a cost of \$1,880 (ex GST).**

**CARRIED**

**8/0**

<b>Responsible Officer</b>	<b>Manager - Airports (Roma, Injune, Surat, Mitchell)</b>
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**Item Number:**

**13.4**

**File Number: D19/46078**

**SUBJECT HEADING:**

**DEVELOPMENT APPLICATION FOR A MATERIAL CHANGE OF USE - "LOW IMPACT INDUSTRY", "OFFICE" AND "NON-RESIDENT WORKFORCE ACCOMODATION"**

**Location:**

21 Currey Street, Roma (Lot 1 on RP81234)

**Applicant:**

Department of Environment and Science

**Officer's Title:**

**Lead Town Planner**

***Executive Summary:***

*Queensland Parks and Wildlife Services (QPWS) – South West has submitted a development application for a “Low impact industry”, “Office” and “Non-resident workforce accommodation” at 21-39 Currey Street, Roma (Lot 1 on RP81234). The site was previously used by Santos LNG as a logistics hub and it is QPWS’s intention to re-purpose some of the existing buildings on the site to accommodate their activities. A new purpose built shed was also proposed as part of the application.*

*If approved, the application would allow QPWS South West to consolidate its administration and workshop operations in one location. Currently, their operations are located throughout the Roma Central Business District in several different locations. Approval of the application would also provide for intermittent short-term accommodation for up to five remotely located QPWS park rangers when they visit Roma for team meetings and training or when responding to emergency events.*

*The development application is subject to impact assessment and must be assessed against the assessment benchmarks (to the extent relevant) provided by Section 45 of the Planning Act 2016. The Development Assessment Rules set out the procedural requirements for the development assessment process.*

*Public notification about the application was carried out in accordance with Part 4 of the Development Assessment Rules and for a period of 15 business days between 3 May, 2019 and 27 May, 2019. There were no properly made submissions received during this period.*

*The procedural requirements set out by the Development Assessment Rules to enable Council to make a decision on this matter have been fulfilled. The development application is generally consistent with the assessment benchmarks provided by the Planning Act 2016 and any perceived conflict with the assessment benchmarks can be addressed by way of conditions of development approval.*



Resolution No. GM/06.2019/18

Moved Cr Newman

Seconded Cr McMullen

That Council approve the application for a Material Change of Use for “Low impact industry”, “Office” and “Non-resident workforce accommodation” at 21-39 Currey Street, Roma (Lot 1 on RP81234), subject to the following conditions:

**Preamble**

- i. Refer to <http://www.cmdg.com.au/> for the Capricorn Municipal Development Guidelines (CMDG).
- ii. The relevant planning scheme for this development is the Maranoa Planning Scheme 2017. All references to the ‘Planning Scheme’ and ‘Planning Scheme Schedules’ within these conditions refer to the above Planning Scheme.
- iii. The land use rating category may change upon commencement of any newly approved use on the site. Council’s current Revenue Statement, which includes the minimum general rate levy for the approved use/s, can be viewed on the Council Website: [www.maranoa.qld.gov.au](http://www.maranoa.qld.gov.au).
- iv. All Aboriginal Cultural Heritage in Queensland is protected under the (*Aboriginal Cultural Heritage Act 2003*) and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land. The developer is responsible for implementing reasonable and practical measures to ensure the Cultural Heritage Duty of Care Guidelines are met and for obtaining any clearances required from the responsible entity.
- v. The *Environmental Protection Act 1994* states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard, persons and entities involved in the operation of the approved works are to adhere to their ‘general environmental duty’ to minimise the risk of causing environmental harm to adjoining premises.
- vi. The developer is to pay all infrastructure charges levied for the approved development – refer to Attachment 5 – Adopted Infrastructure Charges Notice.
- vii. It is the responsibility of the developer to obtain all necessary permits and submit all necessary plans to the relevant authorities for the approved use.
- viii. In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the operations on the site may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.

Conditions applicable to the development of “Low Impact Industry” “Office” and Non-resident workforce accommodation”

## Use

1. The approved development is a Material Change of Use – “Low impact industry”, “Office” and “Non-resident workforce accommodation” as defined in the Planning Scheme and as shown on the approved plans.

**Note:** This development approval and the approval conditions apply to the “Low impact industry”, “Office” and “Non-resident workforce accommodation” as shown on the approved plans. This approval does not apply to or authorise any other development on the site or the use of any other building/s.

2. Unless otherwise stated, the conditions of approval apply to all aspects of the approved development.

## Compliance inspection

3. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless otherwise noted within these conditions.
4. Prior to the commencement of use, the applicant shall contact Council and arrange a development compliance inspection.

## Approved plans and documents

5. All works and operations are to be carried out generally in accordance with the approved plans and specifications listed in the following table. Where approved plans are in conflict with the Assessment Manager’s conditions, the Assessment Manager’s conditions shall take precedence.

Plan/Document number	Plan/Document name	Date
	Site Layout and Parking and Manoeuvring Plan (as amended by Council)	
	Workshop Elevations	
	Accommodation Floor Plan	

## Development works

6. The developer shall ensure that all works are carried out by appropriately qualified persons and the developer and the persons carrying out and supervising the work shall be responsible for all aspects of the works, including public and worker safety, and shall ensure adequate barricades, signage and other warning devices are in place at all times.
7. The developer is responsible for locating and protecting any Council and public utility services, infrastructure and assets that may be impacted on during construction of the development. Any damage to existing infrastructure (kerb, road pavement, existing underground assets, etc.) that is attributable to the progress of works on the site or vehicles associated with the development of the site shall be immediately rectified in accordance with the asset owners’ requirements and specifications and to the satisfaction of the asset owners’ representative(s).
8. Unless otherwise approved in writing by the Council, approved hours of construction are restricted to Monday – Saturday 6.30am to 6.30pm – noise permitted. Work or business which causes audible noise must not be conducted from or on the subject land outside the above times or on Sundays or Public Holidays.

### Applicable standards

9. All works must comply with:
  - a. this development approval;
  - b. any relevant Acceptable Solutions of the applicable codes of the planning scheme for the area;
  - c. Council's standard designs for such work where such designs exist;
  - d. the Capricorn Municipal Development Guidelines; and
  - e. any relevant Australian Standard that applies to that type of work.

Despite the requirements of paragraphs a-e above, Council may agree in writing to an alternative specification. This alternative specification prevails over those specified in paragraphs a-e in the event of any inconsistency.

The developer must also ensure that any works do not conflict with any requirements imposed by any concurrent lawful requirements outside those stated above.

### Access

10. Access to the site shall be provided from Currey Street in the location denoted as "Site Access" on approved plan Site Layout and Parking and Manoeuvring Plan (as amended by Council). Signage shall be erected at the access clearly identifying it as the approved access to the approved development.
11. The landowner shall be responsible for the maintenance of vehicle crossovers from the road carriageway to the property boundary. Should any damage be caused to Currey Street at the approved access location, it is the landowner's responsibility to ensure this is reinstated. Any repair works are to be undertaken in consultation with the Council and at the landowner's expense.
12. Vehicle crossovers must be designed and constructed to accommodate the maximum vehicle size accessing the site, ensuring no damage to the Currey Street roadway, kerb and channel.
13. Internal line marking, signage and/or other markings shall be installed throughout the site that clearly delineates the direction of vehicle travel internally within the site. Internal access routes shall be designed to cater for the largest types of vehicles accessing the site.

### Parking and manoeuvring

14. All parking bay configurations (width and lengths) are to be in accordance with *AS/NZS 2890.1:2004 Parking Facilities Part 1: Off-Street Car Parking*.
15. Disabled car parking bays shall be designed in accordance with *AS/NZS 2890.1:1993 Parking Facilities Part 1: Off-Street Car Parking*.
16. Parking associated with the approved use must be contained within the development site area. No on-street parking is permitted at any time.
17. Vehicle access and manoeuvring areas are to comply with *AS/NZS 2890.1:2004 Parking facilities Part 1: Off-street car parking*.
18. Onsite service vehicle access and manoeuvring is to be designed in accordance with *AS/NZS 2890.2:2004 - Parking facilities Part 2: Off-street commercial vehicle facilities requirements*.

19. All access and manoeuvring areas used in the operation are to be sealed with an approved impervious surface. Surfacing shall consist of either reinforced concrete, concrete pavers, segmental clay pavers, asphaltic hotmix or two coat (primerseal/seal) bitumen seal.
20. All car parking areas shall be kept clear of any obstruction that would prevent the safe and efficient use of vehicles accessing the car park areas.

#### **Landscaping and fencing**

21. Additional landscaping elements and plantings must be provided internally within the site to enhance the visual amenity of the area and provide screening and buffering. Site landscaping is to include additional plantings within the established landscaping beds in front of the approved "Office". Landscaping treatments should assist in providing privacy, screening and separation between vehicle access ways, parking areas, refuse facilities and other built elements. Plant species shall include a mix of trees, shrubs and ground covers.
22. Planting densities and stock sizes at the time of planting are to be based on achieving full coverage of the planting area within two years. Landscaping must be irrigated to support the successful establishment of plantings.
23. Any dead or unhealthy plants must be promptly replaced throughout the life of the development.
24. Site landscaping must not interfere with electrical infrastructure nor restrict maintenance access to any onsite infrastructure, public utility or easement.
25. Landscaping must not interfere with site lines at intersections for traffic.
26. Landscaping shall not include any non-native pest species that pose a risk to ecological integrity.
27. Screen fencing is to be maintained along the development site boundaries adjoining residential land uses.

#### **Avoiding nuisance**

28. No nuisance is to be caused to adjoining properties and occupiers by the way of smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time.
29. Dust emanating as a result of operations carried out onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses. The landowner/operator must implement a dust management plan for the site operations.
30. Lighting of the site, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.
31. All lighting shall be directed or shielded so as to ensure that no glare directly affects nearby properties.
32. The area and its surrounds shall be kept in an orderly fashion, free of rubbish and clear of weeds and long grasses. The approved development and the premises are to be maintained in a clean and tidy condition and not to pose any health and safety risks to the community.

#### **Advertising signage**

33. Any proposed advertising signage is subject to a further development approval unless compliant with the self-assessable development provisions of the Planning Scheme, or other applicable planning instrument in force at the relevant time.
34. Any free standing advertising signage or structure to be constructed on the subject site shall be designed by an Registered Professional Engineer Queensland (RPEQ) (Structural) Engineer and certification provided for both design and construction.

#### **Delivery of goods**

35. The delivery of any goods to the development site are to occur between the hours of 7:00am and 6:00pm Monday to Friday and 8:00am to 5:00pm on Saturday. There shall be no deliveries on Sundays or public holidays.

#### **Refuse storage**

36. Bulk refuse storage and collection facilities must be centrally located within development site area. The bulk refuse storage area must be screened and retain reasonable standards of amenity. It must not be visually obtrusive when viewed from the street.
37. The bulk refuse storage area must be enclosed on a minimum of three sides with a screen wall extending 0.2 metres above the height of all refuse containers.
38. The bulk refuse storage must be located a minimum distance of 3.0 metres from the “Non-resident workforce accommodation”, including the sleeper units, recreation units and amenities unit.
39. At all times while the use continues, waste containers shall be provided on the site and maintained in a clean and tidy state and shall be emptied and the waste removed from the site on a regular basis. Convenient access to the bulk refuse storage area must be provided for service vehicles.

#### **Stormwater and drainage**

40. Stormwater run-off from roof and surface areas is to be collected internally within the site and directed to a lawful point of discharge, in accordance with CMDG – D5 Design Guidelines ‘Stormwater Drainage Design’.
41. Stormwater must not be allowed to pond on the property being developed, during the development process and after the development has been completed.
42. Post-development stormwater runoff flows from the development site are not to exceed pre-development stormwater runoff flows to adjoining properties or roads.
43. There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed.

#### **Construction activities**

44. During construction, soil erosion and sediment is managed in accordance with the Capricorn Municipal Design Guidelines D-7 ‘Erosion and Control and Stormwater Management’.
45. If there is a possibility of erosion or silt or other materials being washed off the property being developed during the development process, the developer must document and implement a management plan that prevents this from occurring.

46. Should it be necessary for the road and/or drainage system to be reinstated or cleaned up due to erosion and/or sedimentation from the site, then such works shall be at no cost to Council. Such works shall be undertaken immediately where there is a potential hazard to pedestrians and/or passing traffic.

47. All fill placed on the site is limited to that necessary to accommodate the approved use.

Note: An operational works application will be required to be submitted to and approved by Council for any cut and/or filling works that exceed 50m<sup>3</sup>.

48. Excavation or filling must be undertaken in accordance with the Capricorn Municipal Development Guidelines.

#### Services

49. The premises is to be connected to Council's reticulated water supply network and adequate amenities provided for all components of the approved development in accordance with the applicable Water Services Association of Australia (WSAA) publication and the CMDG Design Guidelines – D11 'Water Reticulation', at no cost to Council.

50. The premises is to be connected to Council's reticulated sewerage disposal system and adequate amenities provided for all components of the approved development in accordance with the applicable Sewerage Code of Australia and the CMDG Design Guidelines - D12 'Sewerage Reticulation', at no cost to Council.

51. If the approved use is connected to a telecommunication service, then such works shall be undertaken in accordance with the relevant service providers requirements and specifications along with relevant building standards requirements and specifications (as relevant).

52. The development must be connected to an electricity reticulation service in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications (as relevant).

53. All services installation, including sewer, water, electricity and telecommunications connections to the respective networks, must comply with (i) the development approval conditions, (ii) any relevant provisions in the planning scheme for the area, (iii) Council's standard designs for such work where such designs exist (iv) the Capricorn Municipal Development Guidelines (CMDG) where it applies (v) any relevant Australian Standard that applies to that type of work and (vi) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

54. Any conflicts associated with proposed and existing services shall be forwarded by the developer to the appropriate controlling authority for approval for any proposed changes.

55. The site must have access to a reliable water supply for firefighting purposes.

#### No cost to Council

56. Services and infrastructure required in connection with the establishment of the approved development must be provided at the developer's cost.

57. The developer is responsible for meeting all costs associated with the approved development unless there is specific agreement by other parties, including the Council, to meeting those costs.



58. All rates and charges of any description and all arrears of such rates and charges, together with interest outstanding thereon, on the land, due to Council shall be paid prior to the commencement of use.

**Latest version**

59. Where another condition refers to a specific published standard, manual or guideline, including specifications, drawings, provisions and criteria within those documents, that condition shall be deemed as referring to the latest versions of those publications that are publicly available at the time the first operational works or compliance approval is lodged with the assessment manager or approval agency for those types of works to be performed or approved, unless a regulation or law requires otherwise.

**Application documentation**

60. It is the developer's responsibility to ensure that all entities associated with the Development Approval have a legible copy of the Decision Notice and the Approved Plans and the Approved Documents bearing 'Council Approval'

**Council water infrastructure**

61. No development or activity, including the parking of vehicles or machinery, shall occur within four metres of the "Exclusion Area" denoted on Site Layout and Parking and Manoeuvring Plan (as amended by Council).

**Conditions specific to the "Low Impact Industry"**

62. General hours of operation of the "Low Impact Industry" are restricted from 7:00am to 8:00pm Monday to Saturday. The approved use shall not be carried out on Sundays or public holidays.

The operator may apply to Council to vary the hours of operation for a particular event where the extended operating hours are necessary in the opinion of the Council having considered the requirements and community benefits of the particular event and the duration of the additional impacts upon the local community. Any decision to alter the operating hours may be subject to consultation with surrounding land owners.

63. Mechanical equipment and service areas shall be screened from residential land uses adjoining the site.
64. The washdown facility shall be contained solely within the area denoted as "Washdown Facility" on approved plan "Currey Street Proposed Expansion and Existing Infrastructure" prepared by Santos GLNG dated April 2016.
65. The wash-down facility shall be used solely for vehicles that are operationally related to the industrial business conducted on the site under the terms of this development approval.
66. All waste water associated with the washdown facility shall be collected on site and pumped by a qualified contractor. No waste water associated with the washdown facility shall be disposed of through Council's stormwater or sewer infrastructure without prior written approval from Council.
67. Operation/use of the washdown facility must not cause any ponding of water.
68. All stormwater from the proposed workshop shall be collected and discharged so as to:

- a. Protect the stability of buildings and the use of adjacent land;
- b. Prevent water-logging of nearby land;
- c. Protect and maintain environmental values; and
- d. Maintain access to reticulated infrastructure for maintenance and replacement purposes.

**Conditions specific to the “Office”**

69. General hours of operation of the “Office” are restricted from 7:00am to 8:00pm Monday to Saturday. The approved use shall not be carried out on Sundays or public holidays.

The operator may apply to Council to vary the hours of operation for a particular event where the extended operating hours are necessary in the opinion of the Council having considered the requirements and community benefits of the particular event and the duration of the additional impacts upon the local community. Any decision to alter the operating hours may be subject to consultation with surrounding land owners.

70. A minimum of 8 car parking spaces shall be provided on site for the exclusive use of the approved “Office”.
71. The allocated car parks shall be located generally within the area of the site denoted as “Office parking” on “Site Layout and Parking and manoeuvring plan” (as amended by Council) and shall be clearly delineated and signed for the exclusive use of the approved “Office”.

**Conditions specific to the “Non-resident workforce accommodation”**

72. The “Non-resident workforce accommodation” is for the exclusive use of direct employees of the Queensland Park and Wildlife Services (QPWS). Occupants are strictly restricted to:
- a. employees that are on-call and required to respond outside of standard business hours during emergency events; and
  - b. employees who are ordinarily resident of QPWS facilities and/or accommodation located remote of Roma who are required to visit Roma for QPWS business; and
  - c. the accommodation units must not be occupied by any other member of the public, including any guest, contractor or associate of QPWS employees.
73. The maximum number of people permitted to use/occupy the “Non-resident workforce accommodation” at any one time is strictly limited to 5 direct employees of the QPWS.
74. The “Non-resident workforce accommodation” must not be occupied by any one person for a period exceeding four consecutive days.
75. The operator of the “Non-resident workforce accommodation” is to maintain a record of the occupancy of the “Non-resident workforce accommodation” throughout the duration of the use.
76. Signage must be provided at the entrance to the approved “Non-resident workforce accommodation” area clearly displaying the following information;



- a. Owner of the site
- b. Manager of the site
- c. Specific rules for the area
- d. Map of the area
- e. Route for emergency vehicles
- f. Emergency contact phone number(s)

77. The design and construction of the “Non-resident workforce accommodation” is in accordance with MP 3.3 of the Queensland Development Code.
78. A minimum of 4 car parking spaces shall be provided on site for the exclusive use of the approved “Non-resident workforce accommodation”.
79. The allocated car parks shall be located generally within the area of the site denoted as “Non-resident workforce accommodation parking” on “Site Layout and Parking and manoeuvring plan” (as amended by Council) and shall be clearly delineated and signed for the exclusive use of the approved “Non-resident workforce accommodation”.
80. Non-resident workforce accommodation must incorporate measures for fire protection, including firefighting equipment and adequate water supplies, in accordance with the relevant legislation and standards.
81. If the non-resident workforce accommodation is connected to a telecommunication service, then such works shall be undertaken in accordance with the relevant service providers requirements and specifications along with relevant building standards requirements and specifications (as relevant).
82. The non-resident workforce accommodation must be connected to an electricity reticulation service in accordance with the relevant service provider’s requirements and specifications along with relevant building standards, requirements and specifications (as relevant).
83. Any alterations to the exterior of the “non-resident workforce accommodation” building shall include materials and surface finishes that are predominately within the colour range of the local landscape (e.g. earth brown, vegetation green) to blend with the surrounding environment. Materials and finishes must not include any reflective materials.
84. Refuse storage and collection facilities must be located in proximity to the “Non-resident workforce accommodation.” Refuse facilities must retain reasonable standards of amenity for occupants of the “Non-resident workforce accommodation” and surrounding properties and must not be visually obtrusive when viewed from the street.
85. All mechanical equipment (including air conditioners and the like) and rainwater tanks are to be screened so as not to be visible from adjoining residential properties.

CARRIED

8/0

Responsible Officer

Lead Town Planner

Item Number: 13.5 File Number: D19/42356  
 SUBJECT HEADING: APPLICATION FOR FUNDING UNDER TMR BLACK SPOT PROGRAM  
 Officer's Title: Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*The Department of Transport and Main Roads (TMR) invited nominations for the Australian Government's Black Spot Program for 2019–20. It was recommended that Council submit applications under this scheme.*

**Resolution No. GM/06.2019/19**

Moved Cr McMullen

Seconded Cr Stanford

**That Council:**

1. Submit proposals to the Department of Transport and Main Roads for consideration under the Black Spot program:
  - a) McDowall/Wyndham intersection 2m 300
  - b) Local Roads of Regional Significance (LRRS) – Rural Roadside Hazard and Curve Delineation Program, with a total proposed project value of \$100,000 with 50/50% contribution.
2. Make appropriate co-contributions in the 2019/20 budget if application/s are successful.
3. Authorise the Chief Executive Officer, or delegate, to sign the funding agreement/s with the relevant funding body if the application/s is successful.

CARRIED

8/0

Responsible Officer

Regional Grants & Council Events  
Development Coordinator

**Resolution No. GM/06.2019/20**

Moved Cr Chambers

Seconded Cr Stanford

**That Council:**

1. Advocate for and support an application being put forward by the Department of Transport and Main Roads under the Australian Government's Black Spot Program for 2019–20, for the two (2) intersections (north and south) located on the Warrego Highway at Jackson.
2. Request regular progress updates from Department of Transport and Main Roads in regard to progress of this matter.

CARRIED

8/0

Responsible Officer

Deputy Director Infrastructure  
Services/Strategic Road Management

**Item Number:** 13.6 **File Number:** D19/46446  
**SUBJECT HEADING:** PUBLIC ART INSTALLATION IN MITCHELL  
**Officer's Title:** Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*Council has previously resolved to install the metal bull outside the Mitchell library on a 2.1m pole.*

*A request was received from the Gallery committee to consider an alternative location within the same vicinity.*

**Resolution No. GM/06.2019/21**

**Moved Cr Chandler**

**Seconded Cr McMullen**

**That Council:**

1. Acknowledge the request from the Friends of the Mitchell on Maranoa Gallery to reconsider the planned location of the metal bull.
2. Commence a formal approach to the Department of Transport and Main Roads, via a Road Corridor Permit, to install the bull on a plinth in the eastern garden bed in front of the Mitchell library.
3. Conduct formal consultation with the Friends of the Mitchell on Maranoa Gallery to confirm the height of the plinth and location.

CARRIED

8/0

**Responsible Officer**

**Regional Grants & Council Events  
Development Coordinator**

**Item Number:** 13.7 **File Number:** D19/41529  
**SUBJECT HEADING:** GET READY FUNDING AVAILABLE  
**Officer's Title:** Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*Council has been allocated funding under the Queensland Government's 2019-20 Get Ready Queensland grants program to encourage community participation in preparedness and resilience building activities.*

**Resolution No. GM/06.2019/22**

**Moved Cr Chambers**

**Seconded Cr Newman**

**That Council:**

1. Accept the allocation of \$11,640 from the Queensland Government under the 2019-20 Get Ready Queensland program.
2. Authorise the Chief Executive Officer or delegate to sign the sub-agreement.

3. Submit the completed plan of activities by 5 July 2019, noting that activities are encouraged to be held during Get Ready Week 13-19 October 2019.

CARRIED

8/0

Responsible Officer

Regional Grants & Council Events  
Development Coordinator

The Chief Executive Officer left the Chamber at 10.10am.

Item Number: 13.8

File Number: D19/41696

SUBJECT HEADING: QUEENSLAND OPERA PERFORMANCE SEPTEMBER 2019

Officer's Title: Regional Grants & Council Events Development Coordinator

**Executive Summary:**

Council previously resolved to host a performance of the Queensland Opera in the Maranoa region on Friday, 6 September 2019. This report provided recommendations regarding venue, budget and ticket prices.

**Resolution No. GM/06.2019/23**

Moved Cr Chandler

Seconded (Not recorded)

That Council:

1. Acknowledge the total performance fee for Queensland Opera of \$5,900, and transfer \$900 from the Food and Fire Festival budget (GL 2888.2257), in addition to the \$5,000 from the Regional Arts Development Fund Strategic Initiative, to enable the performance agreement to be signed.
2. Hold the event at the Big Rig Night Show Facility.
3. Offer the community the opportunity to provide a bar or catering.
4. Update the 2019/20 Fees and Charges to include the ticket prices for the Queensland Opera performance:
  - \$60 per person for adults
  - \$20 for school aged children (5-17)
  - Children 0 - 4 free.

DRAFT MOTION WITHDRAWN

**Resolution No. GM/06.2019/24**

Moved Cr Chandler

Seconded Cr Chambers

That Council acknowledge the total performance fee for Queensland Opera of \$5,900, and transfer \$900 from the Food and Fire Festival budget (GL 2888.2257), in addition to the \$5,000 from the Regional Arts Development Fund (RADF) Strategic Initiative, to enable the performance agreement to be signed.

CARRIED

8/0

Responsible Officer

Regional Grants & Council Events  
Development Coordinator

The Chief Executive Officer returned to the Chamber at 10.23am.

**Resolution No. GM/06.2019/25**

**Moved Cr Chandler**

**Seconded Cr Scheffe**

**That:**

1. A report be brought back to the next meeting, following investigation into potential venues for holding the event, including:
  - The Big Rig Night Show Facility;
  - Installation of a cement slab in the vicinity of Bungil Creek at the Big Rig Parklands;
  - Any additional locations identified.
2. Investigate pricing strategies for each of the potential locations identified.

CARRIED

6/2

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Flynn
Cr. Chandler	Cr. McMullen
Cr. Golder	
Cr. Newman	
Cr. Scheffe	
Cr. Stanford	

**Responsible Officer**

**Regional Grants & Council Events  
Development Coordinator**

**Item Number:** 13.9

**File Number:** D19/46447

**SUBJECT HEADING:**

**REQUEST FROM ADVANCE INJUNE TO INSTALL MURAL  
ON INJUNE WATER TOWER**

**Officer's Title:**

**Regional Grants & Council Events Development  
Coordinator**

***Executive Summary:***

*Council received a request from Advance Injune to install a mural on the Injune Water Tower. It was recommended that Council provide in-principle support to the group to enable them to seek funding for the project.*

**Resolution No. GM/06.2019/26**

**Moved Cr Newman**

**Seconded Cr Flynn**

**That Council:**

1. Give its in-principle support to Advance Injune installing a mural on the Injune Water Tower, to enable the group to seek funding for the project.

2. Require the group to work with the Manager – Water, Sewerage & Gas, and Workplace Health & Safety staff to finalise all aspects of the project.

CARRIED

8/0

Responsible Officer

Regional Grants & Council Events  
 Development Coordinator  
 Manager – Water, Sewerage & Gas  
 Lead Work Health & Safety Advisor

Item Number: 13.10

File Number: D19/45732

SUBJECT HEADING: VOLUNTEERS WEEK POST EVENT REPORT

Officer's Title: Local Development Officer - Roma

**Executive Summary:**

*National Volunteers Week was held from 20-26 May, 2019. Five local events and one regional event were hosted by Council to celebrate the contribution of our volunteers across a number of different organisations and clubs throughout the Maranoa.*

Resolution No. GM/06.2019/27

Moved Cr McMullen

Seconded Cr Golder

That Council:

1. Note the report as presented.
2. Update Councillor attendances indicated in the report as discussed at the meeting.

CARRIED

8/0

Responsible Officer

Local Development Officer - Roma

Item Number: 13.11

File Number: D19/37047

SUBJECT HEADING: REQUEST TO PARTICIPATE - MULTICULTURAL QUEENSLAND MONTH - AUGUST 2019

Officer's Title: Local Development Officer - Roma

**Executive Summary:**

*Council has been asked to participate in Multicultural Queensland month (August), by lighting up buildings or areas within the region. As Council recently approved a similar request for Domestic Violence month in May, it was recommended the request be approved.*

Resolution No. GM/06.2019/28

Moved Cr Chambers

Seconded Cr Flynn

That Council:

1. Note the request from the Department of Local Government, Racing and Multicultural Affairs to Council to participate in Multicultural Queensland month.

2. Support and participate in Multicultural Queensland month by coordinating the street tree lighting in McDowell Street Roma to display orange, red and purple (or at a minimum one of the representing colours) for the week of 1- 8 August 2019.

CARRIED

8/0

Responsible Officer

Local Development Officer - Roma

## COUNCILLOR BUSINESS

Item Number:

16.1

File Number: D19/45845

SUBJECT HEADING:

INVESTIGATING REDUCED CAR PARKING OR ALLOCATION AT ROMA AIRPORT

Councillor's Title:

Cr. Cameron O'Neil

### **Executive Summary:**

*The report tabled a proposal to investigate options to provide free parking tokens for Maranoa residents using Roma Airport car park.*

Resolution No. GM/06.2019/29

Moved Cr Golder

Seconded Cr McMullen

That a report be prepared for an upcoming Council meeting with options to introduce free car parking tokens for residents.

CARRIED

8/0

Responsible Officer

Manager - Airports (Roma, Injune, Surat, Mitchell)

COUNCIL ADJOURNED THE MEETING  
FOR MORNING TEA AT 10.33AM

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS  
COUNCIL RESUMED THE MEETING AT 11.10AM

## LATE ITEMS

Item Number:

L.1

File Number: D19/47932

SUBJECT HEADING:

REVISED EXPENSES REIMBURSEMENT POLICY (COUNCILLORS)

Officer's Title:

Chief Executive Officer

### **Executive Summary:**

*The report sought adoption of a revised Expenses Reimbursement Policy (Councillors).*

**Resolution No. GM/06.2019/30**
**Moved Cr Flynn**
**Seconded Cr Golder**

**That the matter lay on the table for further consideration at the next General Meeting on 26 June 2019.**

CARRIED

5/3

Mayor Golder called for a division of the vote. The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Flynn	Cr. Chambers
Cr. Golder	Cr. Chandler
Cr. McMullen	Cr. Newman
Cr. Schefe	
Cr. Stanford	

**Responsible Officer**
**Chief Executive Officer**
**CONFIDENTIAL ITEMS**
**Item Number:**
**C.1**
**File Number: D19/45315**
**SUBJECT HEADING:**
**REQUEST FOR SPONSORSHIP FROM ROMA BOWLS CLUB**
**Officer's Title:**
**Regional Grants & Council Events Development Coordinator**
**Executive Summary:**

*Council received a generic request for sponsorship from the Roma Bowls Club, who are running the annual Men's Open Fours Carnival in August 2019.*

**Resolution No. GM/06.2019/31**
**Moved Cr Golder**
**Seconded Cr McMullen**
**That Council:**

1. Approve a sponsorship value of \$200 in support of the event.
2. Draw the funds from the 2019/20 Sponsorship Budget.

MOTION LOST

3/5

Cr. Golder called for a division of the vote. The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Golder	Cr. Chambers
Cr. McMullen	Cr. Chandler
Cr. Stanford	Cr. Flynn
	Cr. Newman
	Cr. Schefe

**Responsible Officer**
**Regional Grants & Council Events Development Coordinator**



Item Number: C.2 File Number: D19/47013

SUBJECT HEADING: LOCAL DEVELOPMENT OFFICER POSITION - YULEBA/WALLUMBILLA

Officer's Title: Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*The position of Local Development Officer – Yuleba/Wallumbilla is currently vacant. The report tabled for Council's consideration the filling of this position.*

**Resolution No. GM/06.2019/32**

**Moved Cr Chambers**

**Seconded Cr Scheffe**

**That Council advertise the position of the Local Development Officer – Yuleba/Wallumbilla/Jackson on a part-time or casual basis based on which arrangement best suits the successful candidate.**

CARRIED

7/1

Mayor Golder called for a division of the vote. The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. Flynn	
Cr. McMullen	
Cr. Newman	
Cr. Scheffe	
Cr. Stanford	

**Responsible Officer**

**Regional Grants & Council Events Development Coordinator**

Item Number: C.3 File Number: D19/46440

SUBJECT HEADING: MASTERPLAN FOR MITCHELL PARK

Officer's Title: Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*At its meeting on 27 March 2019, Council passed a resolution regarding a budget for the planned Masterplan for the Mitchell Park. It was recommended that this budget be increased.*

**Resolution No. GM/06.2019/33**

**Moved Cr McMullen**

**Seconded Cr Chandler**

**That Council transfer \$6,000 from the Food and Fire Festival budget (GL 2888.2257) towards the development of a masterplan for the Mitchell Memorial Park.**

CARRIED

8/0

**Responsible Officer**

**Regional Grants & Council Events Development Coordinator**

**Item Number:** C.4 **File Number:** D19/45314  
**SUBJECT HEADING:** REQUEST FOR FUNDING FROM SOUTH WEST DRAG RACING ASSOCIATION  
**Officer's Title:** Regional Grants & Council Events Development Coordinator

**Executive Summary:**

*Council received a request from the South West Drag Racing Association to assist with the securing of funding to upgrade the local drag club racing surface.*

*It was recommended that Council decline the request due to competing priorities for limited external funding opportunities.*

**Resolution No. GM/06.2019/34**

**Moved Cr Flynn**

**Seconded Cr Newman**

**That Council:**

1. Decline the request from the South West Drag Racing Association to provide funding, or seek funding on their behalf, due to Council's competing priorities for limited external funding opportunities in the near future.
2. Provide the Association with information and contacts regarding any suitable funding opportunities to which they may apply as an Association.

CARRIED

7/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	
Cr. Flynn	
Cr. McMullen	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

**Responsible Officer**

**Regional Grants & Council Events  
Development Coordinator**

**Item Number:** C.5 **File Number:** D19/45673  
**SUBJECT HEADING:** REQUEST FOR RE-SURFACING WORKS AT COMMUNITY PRECINCT - JOHN MURRAY MEMORIAL IN MITCHELL  
**Officer's Title:** Local Development Officer - Mitchell

**Executive Summary:**

*Booringa Action Group requested Council assist with costs associated with re-surfacing the John Murray Memorial Precinct, located between FoodWorks and Mitchell Bakery. This scope of works would include removal of existing pavers and laying of concrete to be in line with the footpath level and new slab.*

*It was recommended that the request be supported.*

**Resolution No. GM/06.2019/35**

**Moved Cr Chambers**

**Seconded Cr McMullen**

**That Council:**

1. Acknowledge the request from the Booringa Action Group (BAG) to provide support for the community project – the John Murray Memorial Precinct in Mitchell.
2. Provide financial assistance to the Booringa Action Group for the project by transferring an allocation of \$5,500 from the Food and Fire Festival budget GL 2888.2257 to a new Work Order.
3. Finish the footpath through to this area to complete the street scaping in pebble-crete, (rather than plain concrete).
4. Recommend that BAG enter into an agreement with the Mitchell FoodWorks, and with the Bakery, to ensure the space is retained as a community space, and is accessible by all members of the public.

CARRIED

8/0

**Responsible Officer**

**Local Development Officer - Mitchell**

**Item Number:**

**C.6**

**File Number: D19/35464**

**SUBJECT HEADING:**

**POSITION OF COORDINATOR ARTS AND CULTURE**

**Officer's Title:**

**(Acting) Manager - Economic & Community Development**

***Executive Summary:***

*It was requested that Council consider an alteration to the Organisational Structure to split the role of Arts and Culture Development Coordinator, into two positions.*

**Resolution No. GM/06.2019/36**

**Moved Cr Chandler**

**Seconded Cr Chambers**

**That Council:**

1. Remove the role of Arts and Cultural Development Coordinator from the organisational structure.
2. Create the role of Team Leader Librarian as a 1.0 FTE.
3. Create the position of Arts and Cultural Development Officer as a 0.6 FTE.
4. Notes that events are a team effort with the Local Development and Council Events Team.

MOTION LOST

3/5

Cr. Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Flynn
Cr. Chandler	Cr. Golder
Cr. Schefe	Cr. McMullen
	Cr. Newman
	Cr. Stanford

<b>Responsible Officer</b>	<b>(Acting) Manager - Economic &amp; Community Development</b>
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<b>Resolution No. GM/06.2019/37</b>	
<b>Moved Cr Flynn</b>	<b>Seconded Cr Golder</b>
<b>That Council:</b>	
<ol style="list-style-type: none"> <li>1. Re-advertise the position of the Arts and Cultural Development Coordinator as a 1.0 FTE (full time equivalent).</li> <li>2. Further investigate the role of a Lead Librarian in the interim.</li> </ol>	
NO VOTE TAKEN	

No vote was taken on the draft motion, with Cr. McMullen putting forward a procedural motion which was recorded as follows:

<b>Resolution No. GM/06.2019/38</b>	
<b>Moved Cr McMullen</b>	
<b>That the matter lay on the table for further consideration at a later point during the meeting.</b>	
NO VOTE TAKEN	

No vote was taken on the initial procedural motion, with Cr. McMullen proposing an alternate procedural motion which was recorded as follows:

<b>Resolution No. GM/06.2019/39</b>	
<b>Moved Cr McMullen</b>	<b>Seconded Cr Golder</b>
<b>That Council close the meeting to the public at 11.31am to further discuss the matter, in accordance with <i>Local Government Regulation 2012 Section 275 (b)</i>.</b>	
CARRIED	8/0

<b>Resolution No. GM/06.2019/40</b>	
<b>Moved Cr McMullen</b>	<b>Seconded Cr Golder</b>
<b>That Council open the meeting to the public at 12.03pm.</b>	
CARRIED	8/0

Cr. Flynn put forward an amendment to the initial draft motion on this matter, which was supported by the 'Seconder' and recorded as follows:

**Resolution No. GM/06.2019/41**

**Moved Cr Flynn**

**Seconded Cr Golder**

**That Council:**

1. Create the position of Specialist - Arts and Culture as a 1.0 FTE (full time equivalent).
2. Establish a Lead Librarian position, filled by an existing staff member, noting that advertising will occur through an internal application process.
3. Receive a further report regarding any supplementary roles identified that may need support.
4. Note that events are a team effort with the Local Development and Council Events Team, assisted by the relevant regional officer.

CARRIED

8/0

**Responsible Officer**

**(Acting) Manager - Economic & Community Development**

**Resolution No. GM/06.2019/42**

**Moved Cr Golder**

**Seconded Cr Flynn**

**That the 'Order of Business' be amended to allow for Item C.23 – Overdue Rates – Commencement of Legal Action, to be the next item of business considered.**

CARRIED

8/0

Councillors Chambers and McMullen, having previously foreshadowed a respective 'Conflict of Interest' in the following item, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the Chamber at 12.08pm, taking no part in discussions and debate on the matter.

**Item Number:**

**C.23**

**File Number: D19/45719**

**SUBJECT HEADING:**

**OVERDUE RATES - COMMENCEMENT OF LEGAL ACTION**

**Officer's Title:**

**Rates and Utilities Billing Officer**

***Executive Summary:***

*In accordance with Council's adopted Rates Recovery Policy, a Council resolution is required to take the next step in the rates recovery process by filing a statement of liquidated claim at the Local Magistrates Court and serving on the ratepayer.*

**Resolution No. GM/06.2019/43**
**Moved Cr Flynn**
**Seconded Cr Chandler**

**That Council endorse the next step in the Rates Recovery process - that is to proceed to filing a Statement of Liquidated Claim with the Local Magistrates Court; serving upon the ratepayers as listed in the attachment to the officer's report as at 3 June 2019.**

CARRIED

5/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

<b>Those in Favour of the Motion</b>	<b>Those Against the Motion</b>
Cr. Chandler	Cr. Golder
Cr. Flynn	
Cr. Newman	
Cr. Schefe	
Cr. Stanford	

<b>Responsible Officer</b>	<b>Rates and Utilities Billing Officer</b>
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At cessation of discussion and debate on the abovementioned item, Councillors Chambers and McMullen returned to the Chamber at 12.15pm.

Mayor Golder advised Councillors that he would be leaving the Council meeting to attend a meeting in Toowoomba, and would not be returning for the remainder of the meeting.

Mayor Golder left the meeting at 12.16pm, requesting that Deputy Mayor, Cr. Chambers take the role of 'Acting Chair' in his absence. The Deputy Mayor took the role of 'Acting Chair' at 12.16pm.

**Item Number:**
**C.7**
**File Number: D19/47510**
**SUBJECT HEADING:**
**REQUEST FOR REDUCTION IN TRADING TERMS**
**Officer's Title:**
**Manager - Procurement & Plant**
***Executive Summary:***

*Council received correspondence from one supplier requesting a reduction in trading terms.*

*The request was tabled for Council's consideration.*

**Resolution No. GM/06.2019/44**
**Moved Cr Schefe**
**Seconded Cr McMullen**

**That Council approve the requested reduction in trading terms from 28 days to 14 days for any invoices submitted by Creditor 14966.**

CARRIED

7/0

<b>Responsible Officer</b>	<b>Manager - Procurement &amp; Plant</b>
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Item Number: C.8 File Number: D19/47505

SUBJECT HEADING: VARIATION TO CRUSHING CONTRACT - PRODUCTION OF AGGREGATE MATERIAL AT ROMA QUARRY

Officer's Title: Manager - Procurement & Plant

**Executive Summary:**

*Council approved a contract for the production of aggregate material (Roma Quarry) at the General Meeting held 23 January 2019.*

*The revised contract value was tabled for Council's consideration.*

**Resolution No. GM/06.2019/45**

**Moved Cr McMullen**

**Seconded Cr Scheffe**

**That Council note and approve the revised contract value for the Production of Material at the Roma Quarry as \$1,004,300 (Inc. GST).**

CARRIED

7/0

**Responsible Officer**

**Manager - Procurement & Plant**

Item Number: C.9 File Number: D19/47374

SUBJECT HEADING: ENGAGEMENT OF SPECIALIST SUPPLIER - MUSEUM EXHIBITATION AT COBB & CO CHANGING STATION, SURAT

Officer's Title: Manager - Procurement & Plant

**Executive Summary:**

*A curator is required for the upcoming exhibition 'The Drovers' Story' at the Surat Cobb & Co Changing Station.*

*This report was tabled to seek Council's approval for the engagement of a specialist supplier to complete the scope of work.*

**Resolution No. GM/06.2019/46**

**Moved Cr Chandler**

**Seconded Cr Newman**

**That:**

1. Council engage Crozier Schutt Associates to provide curatorial services for the release of Stage 2 of 'The Drovers' Story' Exhibition.
2. The engagement be made in accordance with s 235(b) of the *Local Government Regulation 2012*, that the local government resolves that it would be impractical to invite quotes or tenders due to the specialised nature of the work.
3. Council authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Crozier Schutt Associates and raise a purchase order if the terms are acceptable; and
4. Expenditure be assigned to the 2018/19 budget allocation WO 17453.2561.2001 Cobb & Co Exhibition budget.

CARRIED

7/0

**Responsible Officer**

**Manager - Procurement & Plant**

**Item Number:** C.10 **File Number:** D19/15649  
**SUBJECT HEADING:** ROMA NEIGHBOURHOOD CENTRE  
**Officer's Title:** Manager - Facilities (Land, Buildings & Structures)

**Executive Summary:**

Council resolved in June 2018 to list the Roma Neighbourhood Centre for sale with Council's preferred real estate agent. The property has not sold. Council's direction was sought in regard to enacting WO 19830 – Demolish the Neighbourhood Centre. The building located on the site proposed to be demolished is the house that has an entrance access located on Hawthorne Street, Roma.

**Resolution No. GM/06.2019/47**

**Moved Cr Schefe**

**Seconded Cr McMullen**

**That Council proceed with demolition of the house located on part of Lot 1 on SP276517 being the site of the house that has an entrance access located on Hawthorne Street, Roma.**

CARRIED

7/0

<b>Responsible Officer</b>	<b>Manager - Facilities (Land, Buildings &amp; Structures)</b>
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**Item Number:** C.11 **File Number:** D19/36398  
**SUBJECT HEADING:** APPLICATION FOR PERMIT TO OCCUPY ROAD RESERVE ADJOINING LOT 25 ON DL270  
**Officer's Title:** Manager - Facilities (Land, Buildings & Structures)

**Executive Summary:**

Council received an application for a Permit to Occupy over the Eastern Creek Road Reserve adjoining land described as Lot 25 on DL270, Lot 26 on DL270, Lot 27 on DL270 and Lot 268 on DL268 for the purpose of grazing livestock.

**Resolution No. GM/06.2019/48**

**Moved Cr McMullen**

**Seconded Cr Newman**

**That Council:**

1. Offer no objection to the issuance of a Permit to Occupy over the section of Road Reserve adjoining land described as Lot 25 on DL270, Lot 26 on DL270, Lot 27 on DL270 and Lot 268 on DL268.
2. As Trustee of the Reserve, authorise the use of the land be dealt with under the *Land Act 1994* by the Department of Natural Resources, Mines and Energy.
3. Authorise the Chief Executive Officer to sign Part C "Statement in relation to an application under the *Land Act 1994* over State Land" in respect to this application.
4. Advise the applicant of the process of applying for a grid under Council's Gate and Grid Policy.

CARRIED

7/0

<b>Responsible Officer</b>	<b>Manager - Facilities (Land, Buildings &amp; Structures)</b>
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Item Number: C.12 File Number: D19/32733

SUBJECT HEADING: MAJOR MITCHELL CARAVAN PARK LEASE  
ARRANGEMENTS - MITCHELL

Officer's Title: Land Administration Officer

**Executive Summary:**

*At the General Council Meeting held on 24 April 2019, Council requested that a report be prepared outlining Council's responsibilities as owner/landlord of the Major Mitchell Caravan Park.*

**Resolution No. GM/06.2019/49**

Moved Cr Chandler

Seconded Cr Newman

**That Council:**

1. Receive the officers report as presented.
2. Consider allocating funds to complete maintenance on the amenities block at the Major Mitchell Caravan Park in the 2019/20 Capital Works Budget.

CARRIED

7/0

**Responsible Officer**

**Land Administration Officer**

Item Number: C.13 File Number: D19/34754

SUBJECT HEADING: CLAIM FOR DAMAGES - BLOCKED SEWER - ROMA

Officer's Title: Land Administration Officer

**Executive Summary:**

*Council received a claim for damages relating to an incident that occurred when a blocked sewer resulted in an overflow that caused damage to stock and disrupted service.*

**Resolution No. GM/06.2019/50**

Moved Cr Schefe

Seconded Cr Newman

**That Council:**

1. Reimburse the claimant \$213.05 being the cost of replacing lost stock.
2. Not reimburse the claimant \$3,947.40 being the estimated lost profit.
3. Investigate the cause of the blocked sewer and consider options based on the findings.

CARRIED

7/0

**Responsible Officer**

**Land Administration Officer**

Item Number: C.14 File Number: D19/33406

SUBJECT HEADING: RENEWAL OF LEASE - TERM LEASE 0/239140 OVER LOT 12 ON COG64

Officer's Title: Administration Officer - Land Administration

**Executive Summary:**

*The Department of Natural Resources, Mines and Energy sought Council's views on the renewal of Term Lease 0/239140 over Lot 12 on COG64.*

Resolution No. GM/06.2019/51

Moved Cr Newman

Seconded Cr Stanford

That Council advise the Department of Natural Resources, Mines and Energy that the land is still required for its gazetted purposes and that Council offers no objection to the renewal of Term Lease 0/239140 over Lot 12 on COG64.

CARRIED

7/0

Responsible Officer

Administration Officer - Land Administration

Item Number: C.15 File Number: D19/40910

SUBJECT HEADING: RENEWAL OF LEASE - TERM LEASE 0/215609 OVER LOT 230 ON WV1766

Officer's Title: Administration Officer - Land Administration

**Executive Summary:**

*The Department of Natural Resources, Mines and Energy sought Council's views on the renewal of Term Lease 0/215609 over Lot 230 on WV1766.*

Resolution No. GM/06.2019/52

Moved Cr McMullen

Seconded Cr Newman

That Council advise the Department of Natural Resources, Mines and Energy that it offers no objection to the renewal of Term Lease 0/215609 over Lot 230 on WV1766.

CARRIED

7/0

Responsible Officer

Administration Officer - Land Administration

Item Number: C.16 File Number: D19/40588

SUBJECT HEADING: ROMA BIG RIG CAFE - TENANT'S NOTICE TO TERMINATE MANAGEMENT AGREEMENT

Officer's Title: Facility Lease Management & Housing Officer/Team Coordinator

**Executive Summary:**

*Council received notice from Suphajit Maher (trading as Roma Thai) that it is their intention to terminate the management agreement for the Big Rig Cafe. Under the terms of the lease the lessee has to give 90 days' notice to Council - this notice was provided on Friday 24 May 2019.*

**Resolution No. GM/06.2019/53**
**Moved Cr Chandler**
**Seconded Cr McMullen**
**That Council:**

1. Formally acknowledge the notice received from Suphajit Maher (trading as Roma Thai) on 24 May 2019, advising of their intention to terminate the management agreement for operation of the Big Rig Café with the final day of business to be 21 August 2019.
2. Agree to Roma Big Rig Cafe Manager's request to cease payments of rent for the period beginning 24 May 2019 and ending 21 August 2019 on the condition that outstanding rent arrears are to be paid before this date and that the café is open and providing services to locals, visitors to the centre and bus tour groups in accordance with agreed opening hours.
3. Note the calling of tenders for the operation of the Cafe at the Big Rig Roma.

**CARRIED**
**7/0**
**Responsible Officer**
**Facility Lease Management & Housing  
Officer/Team Coordinator**

Cr. Flynn declared a 'Conflict of Interest' in the following item, due to him being the owner of a business that has a contract with a major air service provider at the Roma Airport, and could be perceived to benefit from taking part in discussions. Cr. Flynn left the Chamber at 12.31pm.

**Item Number:**
**C.17**
**File Number: D19/40084**
**SUBJECT HEADING:**
**APRIL 2019 - MONTHLY BUSINESS UNIT REPORT -  
AIRPORTS**
**Officer's Title:**
**Manager - Airports (Roma, Injune, Surat, Mitchell)**
**Executive Summary:**

*This monthly report was presented to Council to provide a summary of the performance of Council's Airports (Roma, Injune, Surat & Mitchell) over the past month and year to date. The information in this report aims to review the month's activities, given an overview of financial performance and bring to Council's attention any emerging issues.*

**Resolution No. GM/06.2019/54**
**Moved Cr Newman**
**Seconded Cr Stanford**
**That Council receive and note the Officer's report as presented.**
**CARRIED**
**6/0**
**Responsible Officer**
**Manager - Airports (Roma, Injune, Surat,  
Mitchell)**

Cr. Flynn did not return to the Chamber at the conclusion of discussion and debate on the abovementioned item with Council adjourning the meeting for lunch.

COUNCIL ADJOURNED THE MEETING  
FOR LUNCH AT 12.32PM

**SUBJECT HEADING: RESUMPTION OF STANDING ORDERS**  
COUNCIL RESUMED THE MEETING AT 1.17PM

Cr. Flynn did not return to the Chamber at the resumption of Standing Orders.

**Item Number:** C.18 **File Number:** D19/35250

**SUBJECT HEADING:** AMENDMENTS TO THE ORGANISATIONAL STRUCTURE

**Officer's Title:** Manager - Organisational Development & Human Resources

**Executive Summary:**

*The report sought Council approval for amendments to the Organisational Structure.*

**Resolution No. GM/06.2019/55**

**Moved Cr Chandler**

**Seconded Cr Stanford**

**That Council endorse the proposed adopt amendment to the Organisational Structure as follows:**

- Change the reporting line of Trainee – Civil Construction (1003) from Manager – Maintenance Delivery & Works to Team Leader – Construction Team 4 (0967)
- Remove the position of Trainee Business Administration (1005) from the Organisational Structure
- Remove the position of Recruitment & Onboarding Officer (Casual – FTE 0.60) (0306) from the Organisational Structure
- Change the position title of Administration Officer – Human Resources & Training (0984) to Administration Officer – Organisational Development & Human Resources
- Remove the position of Lead Information Management Officer / IM System Administrator (0210) from the Organisational Structure
- Remove the position of Labourer (0929) from the Organisational Structure
- Increase the FTE for the position of Plant Operator / Labourer from Part-Time FTE 0.80 to Full-Time FTE 1.00
- Change position title of Support Officer – Environment, Health, Waste & Rural Land Services (0510) to Administration Officer – Environment, Health, Waste & Rural Land Services
- Change the reporting line of Specialist – Asset Management (0204) to Financial Accountant / Team Coordinator (0315)
- Remove the position of Administration Officer – Community Safety (0507) from the Organisational Structure
- Change position title of Engineer – Project Manager (0347) to Project Officer – Capital Works
- Change position title of Team Leader – Construction Team Urban / Specialty Works (0435) to Project Officer – Urban / Specialty Works and reporting line from Engineer – Project Manager (0347) to Manager – Construction (0116)
- Change position title of Multi-skilled Plant Operator / Labourer (0873) to Drainage / Urban Works Leading Hand and reporting line from Team Leader – Construction Team Urban Specialty Works (0435) to Project Officer – Urban / Specialty Works (0435)
- Note that the following positions will no longer report to the Director (refer Manager Construction Chart):
  - o 0303 (Project Systems Officer);
  - o 0417 (Coordinator Materials Production);
  - o 0310 (Specialist Design Services);
  - o 0791 (Project Costing Officer)
- Position 0989 title will change to Procurement Officer (removing the reference to PMO).

- Changes to the Construction Department Organisational Structure as set out in the attached Proposed Construction Department Organisational Structure – 31-05-19 (D19/45265)
- Identify the planned transfer of the Payroll team to the Accounting Services team reporting to the Financial Accountant / Team Coordinator and consult with the team members about the planned change.
- Make historic the identified positions no longer required.

CARRIED

6/0

Responsible Officer	Manager - Organisational Development & Human Resources
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Item Number: C.19 File Number: D19/38799

SUBJECT HEADING: COMMENCEMENT OF LEGAL PROCEEDINGS - NATURAL GAS

Officer's Title: Rates & Utilities Billing Officer

**Executive Summary:**

*This report provided Council with an update on an account that remains unpaid and requested that legal proceedings commence.*

**Resolution No. GM/06.2019/56**

Moved Cr McMullen

Seconded Cr Scheffe

That Council approve the request to commence with legal proceedings.

CARRIED

6/0

Responsible Officer	Rates & Utilities Billing Officer
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Item Number: C.20 File Number: D19/40850

SUBJECT HEADING: REQUEST FOR PAYMENT ARRANGEMENT – REFERENCE 1001347

Officer's Title: Rates & Utilities Billing Officer

**Executive Summary:**

*A customer requested a payment arrangement for a disconnected natural gas account and associated legal costs. The arrangement extends past the timeframe allowed for repayment under Councils Debt Collection Policy.*

**Resolution No. GM/06.2019/57**

Moved Cr Newman

Seconded Cr Stanford

That Council accept the payment arrangement due to the customer's current financial capacity.

CARRIED

6/0

Responsible Officer	Rates & Utilities Billing Officer
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**Item Number:** C.21 **File Number:** D19/44862  
**SUBJECT HEADING:** OUTSTANDING NATURAL GAS BILLING ACCOUNTS  
**Officer's Title:** Rates & Utilities Billing Officer

**Executive Summary:**

*This report recommended to Council that the debt recovery action cease and the debts be formally written off.*

**Resolution No. GM/06.2019/58**

**Moved Cr Schefe**

**Seconded Cr Chandler**

**That Council discontinue with the debt recovery process for the listed accounts and write off the debts totalling \$2,568.37 using 2124.2044.2018.**

CARRIED

5/1

**Responsible Officer**

**Rates & Utilities Billing Officer**

Cr. Chandler noted that she had previously held the position of 'Secretary' of the Injune & District Men's Shed Incorporated. She further advised that she no longer holds this position or any other executive position for the group.

**Item Number:** C.22 **File Number:** D19/47108  
**SUBJECT HEADING:** APPLICATION FOR COMMUNITY ORGANISATION CONCESSION  
**Officer's Title:** Lead Rates and Utilities Billing Officer/Systems Administrator

**Executive Summary:**

*An application for a Rates and Water Access Concession for Community Organisations was received from the Injune & District Men's Shed Incorporated for Council's consideration.*

**Resolution No. GM/06.2019/59**

**Moved Cr Chandler**

**Seconded Cr McMullen**

**That Council grant the applicant a "Concession Class B" concession in accordance with the Community Organisations – Rates and Charges Rebates and Concessions policy effective from 1 July 2019.**

CARRIED

6/0

**Responsible Officer**

**Lead Rates and Utilities Billing Officer/Systems Administrator**

Cr. Flynn returned to the Chamber at 1.25pm.

Item Number: C.24 File Number: D19/45814

SUBJECT HEADING: APPLICATIONS FOR RATE PAYMENT ARRANGEMENTS

Officer's Title: Rates and Utilities Billing Officer

**Executive Summary:**

*Applications for rate payment arrangements have been received from various ratepayers. The timeframes the applicants have proposed to have their rates paid in full extends beyond the current financial year timeframes that is adopted in Council's adopted Revenue Statement.*

**Resolution No. GM/06.2019/60**

Moved Cr Newman

Seconded Cr Stanford

That Council accept the applicant's payment arrangements as set out in Table A and as follows, subject to all rates, charges and arrears accumulated being paid in full by 30 June 2020:

Assessment Number	Agreed Payment Plan
12006276	\$387/month
12000865	\$70/fortnight
14002141	\$170/fortnight
14013346	\$148/fortnight
13002464	\$150/fortnight
14025886	\$270/fortnight
14018469	\$454/month
14033948	\$186/month

CARRIED

7/0

Responsible Officer

Rates and Utilities Billing Officer

Item Number: C.25 File Number: D19/46063

SUBJECT HEADING: REQUEST FOR DISCOUNT - ASSESSMENT 14014930

Officer's Title: Rates and Utilities Billing Officer

**Executive Summary:**

*Correspondence was received from the applicant requesting discount be granted even though payment was received following the close of discount.*

**Resolution No. GM/06.2019/61**

Moved Cr Newman

Seconded Cr Flynn

That Council not grant the discount on this occasion, as the circumstances do not meet the criteria in Council's adopted Revenue Statement for granting discount.

CARRIED

7/0

Responsible Officer

Rates and Utilities Billing Officer

Cr. McMullen, having previously foreshadowed a 'Conflict of Interest' in the following item, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the Chamber at 1.27pm, taking no part in discussions and debate on the matter.

Item Number: C.26 File Number: D19/47113  
 SUBJECT HEADING: UPDATE - SALE OF LAND  
 Officer's Title: Rates and Utilities Billing Officer

**Executive Summary:**

*The purpose of this report was to provide Council with an update on the progress of the sale of land for rate arrears process.*

**Resolution No. GM/06.2019/62**

**Moved Cr Chandler**

**Seconded Cr Stanford**

**That Council receive and note the progress report on the debt recovery.**

CARRIED

6/0

**Responsible Officer**

**Rates and Utilities Billing Officer**

At cessation of discussion and debate on the abovementioned item, Cr. McMullen returned to the Chamber at 1.28pm.

Item Number: C.27 File Number: D19/41457  
 SUBJECT HEADING: PAYMENT ARRANGEMENT - HARDSHIP  
 Officer's Title: Lead Accounts Processing Officer-System Administrator

**Executive Summary:**

*An application for a payment arrangement for a Bassett Park account was received. The timeframe the applicant has proposed, extends beyond current terms within the Debt Recovery Policy.*

**Resolution No. GM/06.2019/63**

**Moved Cr Flynn**

**Seconded Cr McMullen**

**That Council accept the payment arrangement proposed by the applicant. However should a scheduled payment be missed, all horses/belongings are to be removed from Bassett Park within five (5) business days from the date of the scheduled payment.**

CARRIED

7/0

**Responsible Officer**

**Lead Accounts Processing Officer-System Administrator**

Item Number: C.28 File Number: D19/42326  
 SUBJECT HEADING: WRITE OFF AMOUNT IN DEBTORS  
 Officer's Title: Lead Accounts Processing Officer-System Administrator

**Executive Summary:**

*This report recommended to Council the formal write off of debts that have been deemed to be irrecoverable.*



**Resolution No. GM/06.2019/64**

**Moved Cr Newman**

**Seconded Cr McMullen**

**That Council approve the write off of the debts presented totalling \$1,003.19 using 2124.2044.2018.**

**CARRIED**

**6/1**

**Responsible Officer**

**Lead Accounts Processing Officer-System Administrator**

**Item Number:**

**C.29**

**File Number: D19/38702**

**SUBJECT HEADING:**

**NEXIUM FIBRE - SALEYARDS CONNECTIVITY**

**Officer's Title:**

**Manager - ICT Solutions**

***Executive Summary:***

*The purpose of this report was to consider consolidating the Roma Saleyards network and Council network into a single platform, to help ensure business continuity, minimise information security risks and centralise support. To achieve the single platform Council will need to implement a business grade connectivity solution that is under managed service level agreements and has minimal risk of service interruptions.*

**Resolution No. GM/06.2019/65**

**Moved Cr Flynn**

**Seconded Cr Scheffe**

**That Council:**

- 1. Pursuant to section 234 of the *Local Government Regulation 2012*, proceed with the Nexium Module Order under the State Government ICT Arrangement ICTSS.1068.**
- 2. Delegate to the Chief Executive Officer the authority to approve the Nexium Module Order.**

**CARRIED**

**7/0**

**Responsible Officer**

**Manager - ICT Solutions**

Cr. Scheffe declared a Material Personal Interest' with the following item due to him owning a house which is currently rented to the Department of Transport and Main Roads (TMR) through his superannuation fund (self-managed), for which he is also the Landlord through that same superannuation fund. The Department of Transport and Main Roads is the applicant under Council's consideration in this matter. Cr. Scheffe left the Chamber at 1.32pm.

**Item Number:**

**C.30**

**File Number: D19/41451**

**SUBJECT HEADING:**

**DELEGATED AUTHORITY FOR THE CHIEF EXECUTIVE OFFICER TO SIGN THE ROAD MAINTENANCE PERFORMANCE CONTRACT 2019/20**

**Officer's Title:**

**Manager - Maintenance Delivery & Works**

***Executive Summary:***

*Through Council's existing Sole Invitee status with the Department of Transport & Main Roads, Council was offered the opportunity to tender for a Road Maintenance Performance Contract (RMPC) with the Department of Transport & Main Roads for the 2019/20 financial year.*

**Resolution No. GM/06.2019/66**

**Moved Cr Stanford**

**Seconded Cr Newman**

**That Council authorise the Chief Executive Officer or delegate to sign both the tender submission and the resulting Road Maintenance Performance Contract with the Department of Transport & Main Roads for 2019/20 to the value of \$3,362,764 Ex GST; along with an Invitation to Offer for environmental elements 1 - 6 (Herbicide spot spraying – declared plants and maintenance of firebreaks) to the value of \$114,500 Ex GST.**

**CARRIED**

**6/0**

**Responsible Officer**

**Manager - Maintenance Delivery & Works**

At cessation of discussion and debate on the abovementioned item, Cr. Scheffe returned to the Chamber at 1.33pm.

**Item Number:**

**C.31**

**File Number: D19/33419**

**SUBJECT HEADING:**

**HOUSTON ROAD, WALLUMBILLA WATER CONNECTIONS**

**Officer's Title:**

**Manager - Water, Sewerage & Gas**

***Executive Summary:***

*At its meeting in February 2019, Council requested a report back on the effect of additional water connections on the water main in Houston Road, Wallumbilla. This report provided the findings of an investigation into this matter.*

**Resolution No. GM/06.2019/67**

**Moved Cr Chandler**

**Seconded Cr Stanford**

**That Council note the contents of the attached report.**

**CARRIED**

**7/0**

**Responsible Officer**

**Manager - Water, Sewerage & Gas**

**Item Number:**

**C.32**

**File Number: D19/45459**

**SUBJECT HEADING:**

**AMENDMENT TO CAPITAL WORKS PROGRAM 2018/19**

**Officer's Title:**

**Deputy Director Infrastructure Services/Strategic Road Management**

***Executive Summary:***

*As part of 2018/19 Transport Infrastructure Development Scheme (TIDS), the Duke Street South (Roma Southern Road) Upgrade project has been forecast to be delivered under the current approved budget by \$178,000.*

*This report sought to transfer the cost savings from Duke Street South (Roma Southern Road) Upgrade to the Mt Moffatt Road Gravel Re-sheet.*

**Resolution No. GM/06.2019/68**
**Moved Cr Stanford**
**Seconded Cr McMullen**

That Council amend the 2018/19 Capital Works Program with the transfer of \$178,000 from 2018/19 Duke Street South (Roma Southern Road) to Mt Moffatt Road Project subject to receipt of final approval from the South West Regional Roads & Transport Group

**CARRIED**
**7/0**
**Responsible Officer**
**Deputy Director Infrastructure  
Services/Strategic Road Management**
**Item Number:**
**C.33**
**File Number: D19/47100**
**SUBJECT HEADING:**
**PLANNING CONSULTANCY SERVICES**
**Officer's Title:**
**Manager - Planning & Building Development**
**Executive Summary:**

*Council has been presented with an opportunity to provide town planning consultancy services to the Balonne Shire Council.*

**Resolution No. GM/06.2019/69**
**Moved Cr Newman**
**Seconded Cr Stanford**

That Council authorise the Chief Executive Officer to enter an Agreement with Balonne Shire Council to provide town planning services in accordance with the terms defined in the Agreement presented.

**CARRIED**
**7/0**
**Responsible Officer**
**Manager - Planning & Building Development**
**Item Number:**
**C.34**
**File Number: D19/47508**
**SUBJECT HEADING:**
**REQUEST FOR FINANCIAL SUPPORT FROM ROMA  
RETURNED SERVICES LEAGUE (RSL)**
**Officer's Title:**
**Regional Grants & Council Events Development  
Coordinator**
**Executive Summary:**

*Council received a request from the Roma RSL Sub-Branch to increase the financial support for their annual ANZAC Day lunch.*

**Resolution No. GM/06.2019/70**
**Moved Cr Stanford**
**Seconded Cr Chandler**
**That Council:**

1. Acknowledge the request from the Roma RSL Sub-branch to increase the financial support for their annual ANZAC Day lunch.
2. Continue to offer the amount of \$500 as in previous years.

**CARRIED**
**7/0**
**Responsible Officer**
**Regional Grants & Council Events  
Development Coordinator**

Item Number: C.35 File Number: D19/41321

SUBJECT HEADING: ENGAGEMENT OF SPECIALISED SUPPLIER - MOBILE APPLICATION

Officer's Title: Manager - ICT Solutions

**Executive Summary:**

*Snap, Send and Solve is a mobile application currently being used by community members to collate information about issues and relay them to Council via e-mail to [council@maranoa.qld.gov.au](mailto:council@maranoa.qld.gov.au).*

*The Snap, Send and Solve company have added Maranoa Regional Council to the application.*

**Resolution No. GM/06.2019/71**

**Moved Cr Chandler**

**Seconded Cr Newman**

**That Council:**

1. Progress the E-Services functionality for customer requests on the My Maranoa website and investigate integration with the My Maranoa App.
2. Request that Council be removed from the Send Snap and Solve app and all related categories.

CARRIED

7/0

**Responsible Officer**

**Manager - ICT Solutions**

Item Number: C.36 File Number: D19/47638

SUBJECT HEADING: UPDATE ON THE DRAFT NEW CERTIFIED AGREEMENT

Officer's Title: Chief Executive Officer

**Executive Summary:**

*The report initially proposed to table for Council's consideration the next draft of the certified agreement.*

**Resolution No. GM/06.2019/72**

**Moved Cr McMullen**

**That the matter lay on the table for further consideration at the next General Meeting on 26 June 2019.**

CARRIED

7/0

**Responsible Officer**

**Chief Executive Officer**

Item Number: C.37 File Number: D19/45709  
 SUBJECT HEADING: NOMINATION FOR AUSTRALIAN LIVESTOCK MARKET ASSOCIATION BOARD  
 Officer's Title: Manager - Saleyards

**Executive Summary:**

*The report sought formalisation of elected member nomination for a board member position on the Australian Livestock Markets Association (ALMA) board. The councillor nomination is to represent Maranoa Regional Council as a member organisation of ALMA.*

**Resolution No. GM/06.2019/73**

**Moved Cr Newman**

**Seconded Cr Schefe**

**That Council endorse the nomination of Cr Flynn for a board member position on the Australian Livestock Markets Association Board.**

CARRIED

7/0

**Responsible Officer**

**Manager - Saleyards**

Cr. Flynn proposed the following draft motion in support of sporting events held recently in the Maranoa:

**Resolution No. GM/06.2019/74**

**Moved Cr Flynn**

**Seconded Cr Stanford**

**That a letter of thanks be sent to:**

- South West School Sport for hosting the Queensland School Sport 16 – 18 Years Rugby League State Championships;
- Roma Clay Target Club for hosting the Australian Clay Target Association National Trap Shooting Championships;

**Highlighting the far reaching benefits these events bring to the Maranoa Region.**

CARRIED

7/0

**Responsible Officer**

**Acting Executive Services Officer,  
Communication, Information &  
Administration Services**

**LATE CONFIDENTIAL ITEMS (Discussed in closed session)**

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to discuss items LC.2 and LC.3, which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

- (e) contracts proposed to be made by it;
- (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage;

**Resolution No. GM/06.2019/75****Moved Cr Newman****Seconded Cr McMullen****That Council close the meeting to the public at 1.44pm.****CARRIED****7/0****Resolution No. GM/06.2019/76****Moved Cr McMullen****Seconded Cr Scheffe****That Council open the meeting to the public at 2.07pm.****CARRIED****7/0****COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST – LATE ITEMS**

Cr. Flynn declared a 'Conflict of Interest' with the following items:

- LC.4 – Update on Flood Mitigation Landholder Matters (Assessment No. 14019137)
- LC.5 – Update of Flood Mitigation Landholder Matters (Assessment No. 14019178)
- LC.6 – Roma Flood Mitigation Stage 1 (Assessment Number 14008387)

due to him owning a house in the area that the levee is bound by, and that voting on these matters may cause a perception that he may have directly benefited from the levee or various aspects of the levee.

Cr. Flynn foreshadowed that he would remove himself from discussions and decisions on the abovementioned items.

Cr. Stanford, having previously foreshadowed a 'Conflict of Interest' in Item LC.4, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' and, left the Chamber at 2.08pm, taking no part in discussions and debate on the matter.

Cr. Flynn, having previously foreshadowed a 'Conflict of Interest' in Item LC.4 – LC.6, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST – LATE ITEMS', left the Chamber at 2.08pm, taking no part in discussions and debate on the matter.

**Late Confidential Items (Discussed in closed session)**

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to discuss LC.4 – LC.6 (formerly LC.3 – LC.5) which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

- (c) the local government budget;
- (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

**Resolution No. GM/06.2019/77**

**Moved Cr Chandler**

**Seconded Cr McMullen**

**That Council close the meeting to the public at 2.08pm.**

CARRIED

6/0

At cessation of discussion in relation to item LC.4, Cr. Stanford returned to the Chamber at 2.36pm.

**Resolution No. GM/06.2019/78**

**Moved Cr Chandler**

**Seconded Cr McMullen**

**That Council open the meeting to the public at 2.47pm.**

CARRIED

6/0

At cessation of discussion in relation to Item LC.4 – LC.6, Cr. Flynn returned to the Chamber at 2.50pm.

**Item Number:** LC.1

**File Number:** N/A

**SUBJECT HEADING:** PROPOSED TRANSFER OF FUNDS

**Officer's Title:** Chief Executive Officer

***Executive Summary:***

*The report considered the reallocation of funds between general ledger accounts and work orders.*

**Resolution No. GM/06.2019/79**

**Moved Cr Stanford**

**Seconded Cr Scheffe**

**That Council:**

1. Approve the inclusion and consideration of the additional late item in the agenda pertaining to a proposed transfer of funds.
2. Transfer the following listed budget amounts from various projects to WO 15723.2199:

Project Details	Amount
Levee Bank Operations & Maintenance: O & M Roma - GL2212.2002	\$100,000
Levee Bank Operations & Maintenance: Legal Services – GL2212.2094	\$5,038
Duck Creek Road Rehabilitation 2018/19 – Ch 0.03 – Ch 1.74 – W020039	\$100,862
Station Street – Roma Kerb renewal from Wyndham to Charles – W019741	\$44,100
Stormwater Pit and Lintel Renewal Program – W09735	\$50,000
<b>Total</b>	<b>\$300,000</b>

CARRIED

7/0

**Responsible Officer**

**Lead Infrastructure Program Funding & Budget Coordination Officer**

**Item Number:** LC.2

**File Number:** D19/47925

**SUBJECT HEADING:**
**MUGGINS LANE BRIDGE CONDITION ASSESSMENT**
**Officer's Title:**
**Deputy Director Infrastructure Services/Strategic Road Management**
**Executive Summary:**

Council recently commissioned a Level 2 and 3 inspection to be completed on the timber bridge on Muggins Lane, Yuleba. The results of the inspection have been received which indicate that further deterioration to the bridge has occurred, therefore affecting its overall structural capacity.

This report provided a summary of the inspection findings and recommendation for the initial management of the bridge.

**Resolution No. GM/06.2019/80**
**Moved Cr Chambers**
**Seconded Cr Newman**
**That Council:**

1. Note that a recent Level 2 Inspection of the timber bridge on Muggins Lane has classified the bridge and a number of its critical components in an unsafe condition in accordance with the Transport and Main Roads Structures Inspection Manual;
2. In accordance with Section 69 of the *Local Government Act 2009*, note that another route is available for use by traffic, and therefore removes the Muggins Lane Bridge from service.
3. Immediately inform the resident directly affected of the inspection findings and subsequent closure of the Muggins Lane Bridge.
4. Prepare and circulate a media release advising residents of the changed traffic conditions associated with Muggins Lane.
5. Be presented with a subsequent report, within the next 2 months, detailing an options analysis for the current bridge – including permanent closure, full replacement, major rehabilitation and/or maintenance and the installation of a low level crossing at the current location.

**CARRIED**
**7/0**
**Responsible Officer**
**Deputy Director Infrastructure Services/Strategic Road Management**
**Item Number:**
**LC.3**
**File Number: D19/48091**
**SUBJECT HEADING:**
**ROAD SURFACING - DUKE STREET SOUTH PROJECT, ROMA**
**Officer's Title:**
**Manager - Procurement & Plant**
**Executive Summary:**

At the General Meeting held 22 May 2019, Council formed a contract for the completion of road surfacing at Duke Street South.

This report was tabled to annotate the resolution to reflect the correct company name for the purpose of invoicing and payment.

**Resolution No. GM/06.2019/81**
**Moved Cr Newman**
**Seconded Cr Schefe**



That the minutes of General Meeting on 22 May 2019 be annotated to reflect the correct company name for the purpose of invoicing and payment:

Resolution No. GM/05.2019/48

That Council:

1. Select Boral Construction Materials Group Limited ~~Boral Resources (QLD) Pty Ltd T/A Boral Asphalt QLD~~ as the recommended supplier for VP145722 – Road Surfacing – Duke Street South Project
2. Authorise the Chief Executive Officer to enter into final negotiations with Boral Construction Materials Group Limited ~~Boral Resources (QLD) Pty Ltd T/A Boral Asphalt QLD~~, noting the value of \$696,801.04 inclusive of GST for the entire scope of work including provisional items, and form a contract by way of purchase order if the final terms are acceptable.
3. Assign the expenditure to the 2018/19 budget allocation for the capital renewal of Duke Street South.

CARRIED

7/0

Responsible Officer

Manager - Procurement & Plant

Cr. Flynn and Stanford, having previously foreshadowed a 'Conflict of Interest' in Item LC.4, for reasons stated under Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' and COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST – LATE ITEMS, left the Chamber at 2.59pm, taking no part in discussions and debate on the matter.

Item Number:

LC.4

File Number: D19/48283

SUBJECT HEADING:

UPDATE ON FLOOD MITIGATION LANDHOLDER MATTERS (ASSESSMENT NO. 14019137)

Officer's Title:

Acting Executive Services Officer

**Executive Summary:**

*Council is in receipt of correspondence pertaining to outstanding landowner negotiations regarding mitigation measures for a Stage 1 Roma Flood Mitigation property.*

*The information was tabled for Council's consideration.*

Resolution No. GM/06.2019/82

Moved Cr Chandler

Seconded Cr Schefe

That Council accept the quantum of the without prejudice offer dated 20 December 2018 in the following form:

1. Compensation for the modelled, increased flood levels and velocity on the land valued at \$105,000 being the mid-point between the two valuations; and
2. The balance of the without prejudice offer be provided for disturbance costs for constructed assets which need to be reconstructed on a dry area of the land and all other disturbance fees including legal costs.

Further that the amounts be paid subject to a Deed of Settlement being entered into by the parties in full and final settlement of any matters associated with the construction of Stage 1 and Stage 2 of the Roma flood mitigation project and stormwater drain, with the payment

being made within 7 days of the Deed's execution.

Note that funding will be drawn from the Roma Flood Mitigation Budget (WO15723.2199).

CARRIED

5/0

**Responsible Officer**

**Acting Executive Services Officer**

At cessation of discussion and debate on the abovementioned item, Cr. Stanford returned to the Chamber at 3.08pm.

Cr. Flynn did not return for the following two (2) items, having previously foreshadowed a 'Conflict of Interest' in Items LC.5 and LC.6, for reasons stated under Section COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST – LATE ITEMS.

**Item Number:** LC.5

**File Number:** D19/48654

**SUBJECT HEADING:** UPDATE OF FLOOD MITIGATION LANDHOLDER MATTERS - ASSESSMENT NO. 14019178

**Officer's Title:** Acting Executive Services Officer

***Executive Summary:***

*Council received correspondence from the landowner's representatives following Council's most recent resolution.*

**Resolution No. GM/06.2019/83**

**Moved Cr Newman**

**Seconded Cr McMullen**

**That Council authorise its legal representative to continue to negotiate the terms of the settlement deed with the landholder's legal representative with a view to finalising same.**

CARRIED

6/0

**Responsible Officer**

**Acting Executive Services Officer**

**Item Number:** LC.6

**File Number:** D19/48873

**SUBJECT HEADING:** ROMA FLOOD MITIGATION STAGE 1 - LANDHOLDER NEGOTIATIONS ASSESSMENT NUMBER 14008387

**Officer's Title:** Chief Executive Officer

***Executive Summary:***

*This report tabled an additional request for time from the landowner's representatives.*

**Resolution No. GM/06.2019/84**

**Moved Cr Scheffe**

**Seconded Cr Stanford**

**That Council approve the extension of time.**

CARRIED

6/0

**Responsible Officer**

**Chief Executive Officer**

**CLOSURE**

There being no further business, the Deputy Mayor and Acting Chair thanked Council for their attendance and declared the meeting closed at 3.10pm.

**These Minutes are to be confirmed at the next General Meeting of Council to be held on 26 June 2019, at Roma Administration Centre.**

.....  
Mayor.

.....  
Date.

.....  
Deputy Mayor & Acting Chair

.....  
Date.

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 21 June 2019

**Item Number:** 5.1

**File Number:** D19/52705

**SUBJECT HEADING:** Revised Expenses Reimbursement Policy  
(Councillors)

**Classification:** Open Access

**Officer's Title:** Chief Executive Officer

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### **Executive Summary:**

The report seeks adoption of a revised Expenses Reimbursement Policy (Councillors).

### **Officer's Recommendation:**

That Council adopt the revised Expenses Reimbursement Policy (Councillors).

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

No

### **Acronyms:**

***Are there any industry abbreviations that will be used in the report?***

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

No

### **Context:**

***Why is the matter coming before Council?***

A request has been received to alter the administrative support available for Councillors – specifically requesting the provision of printed copies of correspondence and diary information.

The Office of Independent Assessor has also recommended that Council review the Expenses Reimbursement Policy in relation to Frequent Flyer points and consider any associated policy implications for credit card use.

Some additional suggestions have also been included in the draft policy following the first two months' implementation post adoption on 27 March 2019.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The policy was most recently considered by Council on 27 March 2019.

The new draft has been prepared based on feedback received, and a further review conducted since the date of implementation.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under***

***consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

***Division 2 Reimbursement of expenses and provision of facilities***

***249***

*(1) This division is about the expenses reimbursement policy.*

*(2) The **expenses reimbursement policy** is a policy providing for the following—*

*(a) payment of reasonable expenses incurred, or to be incurred, by councillors for discharging their duties and responsibilities as councillors;*

*(b) provision of facilities to councillors for that purpose.*

***250 Requirement to adopt expenses reimbursement policy or Amendment***

*(1) A local government must adopt an expenses reimbursement policy.*

*(2) A local government may, by resolution, amend its expenses reimbursement policy at any time.*

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Expenses Reimbursement Policy (Councillors)

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Councillors of MRC

Chief Executive Officer

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

No

### **This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

Expenses incorporated in the current budget and revised annually.

### **Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)*

Revision undertaken annually.

### **Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

No

### **Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
Mitigated	In adopting this revised policy Council maintains its legislative requirements.

### **Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Adopt the revised policy.

### **Recommendation:**

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

*Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

That Council adopt the revised Expenses Reimbursement Policy (Councillors).

### **Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.1 Continue to improve everything we do

5.1.3 Comply with our legal obligations.

**Supporting Documentation:**

<a href="#"><u>1</u></a>	Draft Revised Expenses Reimbursement Policy	D19/47941
<a href="#"><u>2</u></a>	Draft Appendix A - Councillor Options Form	D19/47942

Chief Executive Officer

## 1. Purpose

The purpose of this policy is to:

- Provide authorisation for the payment of reasonable expenses incurred, or to be incurred, by Councillors, while carrying out their duties and responsibilities under the *Local Government Act 2009*.
- Ensure that Councillors are provided with the necessary facilities to carry out their Councillor duties.
- Provide accountability and transparency in the expenditure of public funds.

Prior to seeking authorisation for the payment of reasonable expenses or seeking provision of the facilities referred to in this policy, all Councillors must complete the 'Councillor Options Form' included in Appendix A to this policy.

## 2. Scope

This policy applies to all Councillors of Maranoa Regional Council, and is made pursuant to Sections 249, 250 and 251 of the *Local Government Regulation 2012*.

Spouses, partners, family members or associates of Councillors are not entitled to:

- reimbursement of expenses; or
- access to facilities allocated to Councillors unless expressly permitted in accordance with this policy and paid for by the Councillor.

## 3. Definitions

<b>Councillors</b>	Mayor, Deputy Mayor and all persons elected as a Councillor for the current term of Council (2016-2020).
<b>Council Business</b>	<p>Activities conducted on behalf of Council where a Councillor is required to undertake certain tasks to satisfy legislative requirements, participate in Council events, or achieve business objectives of the Council which will result in a benefit being achieved for the local government and the community. This includes:</p> <ul style="list-style-type: none"> <li>• Attending or preparing for General or Special Meetings or Advisory Committees, workshops, deputations and inspections;</li> <li>• Advocacy to other tiers of government;</li> </ul>



	<ul style="list-style-type: none"> <li>• Council community engagement activities including advisory committees and town meetings;</li> <li>• Council civic and ceremonial events;</li> <li>• Professional development;</li> <li>• <a href="#">Deputations or meetings with residents of the local government area about Council matters</a>;</li> <li>• Councillor Portfolio activities;</li> <li>• <a href="#">Council/Councillor representation at local government events</a>;</li> <li>• Matters otherwise resolved by Council.</li> </ul>
<b>Council Civic and Ceremonial Events</b>	<p>Events primarily for the residents of the region (where organised by Council), including:</p> <ul style="list-style-type: none"> <li>• Anzac Day Ceremonies</li> <li>• Australia Day Ceremonies and/or Celebrations</li> <li>• Remembrance Day Ceremonies</li> <li>• Official Openings of Council Projects</li> <li>• Citizenship Ceremonies</li> <li>• <a href="#">Council Arranged Events to recognise citizens' contributions to the region (e.g. Launch of Volunteer Week, Seniors Week)</a>.</li> </ul> <p>The format of the event's proceedings may:</p> <ul style="list-style-type: none"> <li>• Include dignitaries and other invited guests, including representatives of the Federal and State Government;</li> <li>• In whole or part be governed by the Federal or State Government.</li> </ul>
<b>Industry Events</b>	<p>Events normally arranged by other entities, including conferences, seminars and forums, where attendance is for the benefit of attendees inside and outside the region and where individual Councillors are invited as Councillors.</p>
<b>Community Initiated and Arranged Events</b>	<p>Social events and community initiated activities where individual Councillors are invited as Councillors including but not limited to: school awards nights, dinners, sporting and recreational events, celebrations, fetes, shows and annual general meetings.</p>
<b>Community Engagement</b>	<p>A planned process of communication, participation and relationship building by encouraging the community, business, State and Federal Government, and other key stakeholders to provide input into Council's determination of priorities, decisions or policies or to advocate on issues of importance to Council. This includes participating in:</p>

	<ul style="list-style-type: none"> <li>• Advisory Committees;</li> <li>• Councillor Out &amp; About programs;</li> <li>• Town Meetings;</li> <li>• Representation on community committees as a Council representative;</li> <li>• Project specific engagement activities.</li> </ul> <p>Refer also Council's Community Engagement Framework.</p>
<b>Expenses</b>	<p>Payments made by Council for Councillors' reasonable expenses incurred or to be incurred when discharging their duties as Councillors. These expenses may be either reimbursed or paid directly by Council.</p> <p>Expenses are not included in remuneration.</p>
<b>Facilities (including Equipment &amp; Support)</b>	<p>Equipment, resources and administrative support that facilitate the performance of Councillor duties.</p>
<b>Professional Development</b>	<p>All types of facilitated learning opportunities, both mandatory and discretionary.</p> <p><b>Mandatory Professional Development:</b></p> <p>Where Council resolves that all Councillors are to attend a specific course, conference, workshop or external meeting for skills development related to a Councillor's role. E.g. Councillor Induction, Legislative obligations, Code of Conduct and meeting procedures.</p> <p><b>Discretionary Professional Development:</b></p> <p>Discretionary Professional Development is considered to be Council approved training where Councillors choose to attend, and is identified as relevant to their role as a Councillor (other than mandatory training as outlined above).</p>
<b>Reasonable</b>	<p>Refers to what would be perceived as prudent, responsible and acceptable to the community. What the community would expect in terms of limits and Council being able to demonstrate that there is no excessive use or abuse of public funds.</p>

## 4. Details

### 4.1 KEY PRINCIPLES

This policy has been written to reflect the following key principles outlined in the *Local Government Act 2009*:

- Transparent and effective processes, and decision-making in the public interest;
- Sustainable development and management of assets and infrastructure, and delivery of effective services;
- Democratic representation, social inclusion and meaningful community engagement;
- Good governance of, and by, local government;
- Ethical and legal behaviour of Councillors and local government employees.

The policy aims to provide a range of options for Councillors to select which best meet their personal circumstances, while still complying with the local government principles in the performance of their responsibilities.

### 4.2 APPROVAL AND AUTHORISATION

Council officers will provide the specified facilities and administer expenses in accordance with this policy and the processes approved by the Chief Executive Officer for:

- payments made for or on behalf of Councillors; or
- payments to financial institutions relating to a Council issued credit card (where the card is issued to an officer or Councillor); or
- reimbursement to a Councillor for expenses incurred by a Councillor; or
- issue of invoices to Councillors where reimbursement of ancillary personal expenses is permitted under this policy (only where incurred concurrently in the performance of a Councillor's responsibilities – e.g. travel).

**Appendix A ('Councillor Options Form') provides the form required to be completed by each Councillor advising whether or not they require a Council issued credit card – to be used in accordance with this policy.**

The payment or reimbursement of expenses and the provision of facilities for Councillors is subject to Council approval for costs associated with travel outside the region and budget provisions.

Where Councillors claim reimbursement or are accountable for acquittal of expenses incurred via a credit card, payment forms / copies of receipts or other supporting documentation must be signed by the requesting Councillor and the officer delegated by the Chief Executive Officer.

Personal or non-Council credit cards or accounts/funds are not to be used in the course of discharging Councillors' responsibilities, other than for expenses expressly permitted under, and in accordance with, this policy.

Whilst this policy establishes clear accountabilities there may be instances where the particular circumstances of a Councillor has not been envisioned in this policy. Such request can be brought to Council for a decision, and an amendment made to the policy if required.

## 4.3 EXPENSES

### 4.3.1 Council Business & Other Events

Where Councillors are attending to Council Business or other events defined in this policy, Council will pay for relevant expenses, including tickets, associated with that activity:

- Council Business
- Council Civic and Ceremonial Events
- Industry Events
- Community Initiated and Arranged Events

In the instance of spouses, partners, family members or associates of Councillors wishing to accompany the Councillor to community or industry events and/or travel outside the region with the Councillor, such attendance will not include participation in Council Business (other than ancillary social events) and will be at no cost to Council. Whichever is the most practical in the circumstances, arrangements for such attendance will be as follows:

- (a) The Councillor or other person will book and pay for the event participation directly to the relevant organisation/business; or
- (b) Payment will be made concurrently with the normal administrative processes for this policy where advised by the Councillor prior to the RSVP date, with the cost of such attendance reimbursed to Council via a Council invoice.

Where a Councillor is accompanied by a spouse, partner, family member or associate, Council is to be reimbursed for any incremental cost associated with more than the Councillor attending (e.g. airfares, meals, accommodation - number or size of rooms) where the amount is reasonably practical to quantify.

#### 4.3.2 Professional Development

Council will reimburse expenses incurred for:

- Mandatory Professional Development; and
- Discretionary Professional Development.

Council will reimburse, or Council will pay for all, reasonable course, travel, accommodation and meals for attendance.

Councillors are encouraged to submit their registrations in sufficient time to take advantage of any 'early bird' discounts.

Councillors will provide a report on the outcomes of any professional development or conference attendance at a Council meeting.

#### 4.3.3 Travel Costs

Payment for all flights will be made by the officer delegated by the Chief Executive Officer, or via a Council issued credit card. Personal or non-Council credit cards or accounts/funds are not be used for the purposes of airfares for Council Business.

**Appendix A ('Councillor Options Form') provides the form required to be completed by each Councillor to advise if Frequent Flyer points will accrue while on Council Business.**

Points from loyalty programs accumulated by Councillors on their personal rewards program, whilst travelling on official Council Business, should not be used for personal gain. Accumulated points should be redeemed, where possible, for travel on official Council Business. Council reserves the right to seek confirmation from the applicable Councillor of the number of points earned while on Council Business for the purposes of arranging future Council Business bookings.

In the case of airfares, generally Economy fares as a cost effective option will be used **unless otherwise resolved by Council**. Airline tickets are not transferable and can only be procured for the Councillor's travel on Council Business.

All fines incurred while travelling in either Council or privately owned vehicles when attending to Council Business, will be the responsibility of the Councillor incurring the fine. Toll fees will be reimbursed or paid for by Council.

Any transfer expenses associated with Councillors travelling for Council Business will be reimbursed or paid for by Council (e.g. trains, taxis, buses and ferry fares).

Council recognises that in some instance's Councillors may wish to remain at the travelled location for a further time. As such, Council accepts that Councillors may remain provided it incurs no additional costs for the travel or accommodation (4.3.4).

This extends to ensuring any airline / transit fares are no more then what would have been incurred had the Councillor returned at the end of the official business. Should the costs be additional to what Council would ordinarily be responsible for these costs must be borne by the Councillor.

Costs for incidental personal travel expenses ancillary to travel outside the region for Council Business must be met by the Councillor.

#### **4.3.4 Accommodation**

All Councillor accommodation for Council Business will generally be booked and paid for by Council through the normal administrative processes approved by the Chief Executive Officer.

Alternatively, a Councillor may use a Council issued credit card subject to limits or be reimbursed upon production of receipts – e.g. in instances where a credit card is required upon registration and the Councillor doesn't have a Council card with sufficient limit.

Council will generally pay for the most economical deal available for bookings outside of the region of a three or four star rating. For accommodation within the town of Roma, Council will make available two options:

- Council provided accommodation; or
- Local accommodation service provider.

**Appendix A ('Councillor Options Form') provides the form required to be completed by each Councillor to advise of their selected accommodation type while attending Roma for Council Business and events covered by this policy.**

Where particular accommodation is recommended by conference organisers, Council will take advantage of the package deal that is the most economical and convenient to the event.

Accommodation may also be made available for Councillors when attending to Council Business if it is impractical to return home for that evening or where travel is required the day before.

#### **4.3.5 Meals and Beverages**

Councillors are entitled to be provided with a meal including non-alcoholic beverages, or reimbursed for the cost of a meal and non-alcoholic beverages, when travelling or attending to Council Business upon presentation of an official tax invoice, provided:

- The Councillor incurs the cost personally;
- The meal was not provided as part of registration costs of an activity, or during a funded flight;

Expenses associated with alcohol or confectionary, including minibar, will be funded by the individual Councillor either through direct payment or reimbursement to Council.

Notwithstanding this clause, in instances where an elected member is hosting a dignitary/dignitaries at the invitation of Council, hospitality may include the purchase of alcoholic beverages by either direct payment by Council or reimbursement to the Councillor.

#### **4.3.6 Councillor Community Engagement (Excluding Caretaker Period)**

Councillors may incur expenses for the purpose of conducting community engagement activities relevant to their portfolio or other business of Council (e.g. signs, non-election related-flyers, Council annual reports and other Council published information broadly available for the community).

Each Councillor has an allocation for conducting community engagement activities of \$3,000 per annum (any unspent funds cannot be carried forward to the subsequent financial year).

#### **4.3.7 Additional Expenses for Mayor Hospitality**

The Mayor may have occasion to incur hospitality expenses to entertain dignitaries while conducting Council Business.

The maximum amount of hospitality expenses that may be reimbursed to the Mayor, or paid for by Council, in this regard is \$4,000 per annum. Notwithstanding clause 4.2.6, Mayor Hospitality pursuant to this clause may include the purchase of alcoholic beverages.

### **4.4 FACILITIES**

Facilities provided for Councillors must be deemed necessary and required to assist Councillors in their official capacity. In accordance with legislative provisions, Council may only provide Councillors with the facilities listed below.

All facilities (equipment, resources, administrative support) provided to Councillors at all times must be used for Council Business in line with this policy.

In the case of equipment, it must be returned to Council when the Councillor's term expires, unless the Councillor wishes to purchase the low value item at the market value as advised by the relevant officer through the Chief Executive Officer.

#### **4.4.1 Office Space, Access to Meeting Rooms and Office Supplies and Equipment**

Council provides an individual office for the Mayor, and access to meeting rooms for Councillors. In general, rooms provided for Councillor use will be located at Council owned or controlled premises such as regional offices, community centres or libraries.

While conducting Council business from a Council owned or controlled premises, Councillors will be provided access to or use of:

- Teleconferencing or video conference facilities (when physically available, and booked through the Elected Members Support & Community Engagement Officers);
- Photocopier/scanner, and paper shredding arranged through the Elected Members Support & Community Engagement Officers;
- Council publications where available.
- Councillor letterhead arranged through the Elected Members Support & Community Engagement Officers and used in accordance with this policy;

The following stationery and office supplies will be made available in reasonable quantities to Councillors for official (Council) purposes arranged through the Elected Members Support & Community Engagement Officers;

- business cards
- customer contact cards
- 'with compliments' slips



- paper for printing
- notepaper
- pens
- other stationery as required from time to time (e.g. folders)

Council stationery containing logos etc is not to be converted or modified in any way and may only be used for carrying out the functions of the role of Councillor.

Stationery does not include any form of advertising by Council.

#### **4.4.2 Diaries & Administrative Support for Diary Management - Appointments, Deputations, Meetings, Functions, Events**

Scheduling of appointments, meetings and invitations will be coordinated through the Elected Members' Support and Community Engagement Officers. All invitations / requests, however received, will be recorded and managed via Microsoft Outlook, with invitation Subject Headings clearly identifying the RSVP due dates.

As soon as dates are known, the meeting, appointment or event will be recorded and invitations sent via Microsoft Outlook to invited Councillors. To facilitate the scheduling of the diaries of all nine Councillors, Councillors are encouraged to blank out any specific times in their diaries where they are temporarily unavailable for Council Business appointments to assist with the planning process.

Scheduling of appointments, meetings and functions/events will occur through the following arrangements.

##### **(a) Elected Member Diary Meetings**

An Elected Members Support & Community Engagement Officer will meet collectively with all available Councillors. Meetings will generally take place from 9.00am - 9.45am on Workshop day preceding the Council meeting (approximately once a fortnight), or at an alternative time if periodically required due to other Council commitments or officer availability.

The Elected Members Support & Community Engagement Officer will seek to obtain:

- Guidance about preferred dates for official openings and collective community engagement initiatives;

- Advice on attendees for the various appointments, meetings and other functions/events where Council representation has been requested, RSVP's are required or other guests/visitors' (e.g. Ministers or other government representatives') attendance needs to be coordinated.

The joint scheduling and central coordination of all Councillors' electronic diaries helps to:

- Provide quick and easy visibility to identify dates and Councillors' (including the Mayor's) availability for planning purposes;
- Maximise Councillor attendance at Council initiated events;
- Maximise Councillors' attendance where possible where Council is invited to provide representation within or outside the region;
- Enable RSVP's to be efficiently responded to on behalf of Council (attendees/apologies);
- Identify early where speech notes need to be researched for the attending Councillor/Mayor;
- Ensure sufficient time is available to prepare for events including invitations / guests, ordering of plaques, catering and advertising for community participation;
- Provide a safety net (cross check) so that all Councillors are aware of upcoming events and have the opportunity to participate where practical and invited to do so;
- Identify instances where the Mayor is unable to attend and to facilitate the delegation of the responsibility to represent Council to another Councillor or Councillors.

An example of this is for Anzac Day ceremonies where there are multiple ceremonies across the region within a short period of time and given the distance involved it is not possible for one person to be at multiple places at the same time.

#### **(b) Electronic Diary Invitations**

Due to high volume of diary events pertaining to Councillors each year, Councillors' diaries are managed electronically through Microsoft Outlook by an Elected Members Support & Community Engagement Officer. Not only does this reduce printing and paper costs, it also provides automatic record-keeping and effective, efficient and economical management of public resources, with invitations sent to all Councillors in one step, and individual Councillors are able to indicate their attendance by clicking on 'Accept'.

Councillors are welcome to click on 'Tentative' or 'Decline', however non-response will be taken to be non-attendance for the purpose of the Council RSVPs.

Alternatively, Councillors may wish to use a mix of Option (a) and (b) depending on availability.

RSVP's in relation to invitations sent to Council will be provided by a Council representative, which will ordinarily be an Elected Members Support & Community Engagement Officer.

### **(c) Diary Entries' Printing / Record Keeping**

In lieu of (a) and (b) Councillors may elect to have their diary entries (appointments, meetings, events) printed to view, and accept or decline in written format.

Where this is a Councillor's preference, the Elected Members Support & Community Engagement Officer or delegate will undertake the following additional steps for the Councillor/s selecting this option:

- print diary entries;
- Accept or Decline based on the Councillor's written or verbal advice;
- Store associated records / advice confirmations;
- Print a copy of the calendar for the week in advance and the month ahead.

The Councillor will meet on a weekly basis with the Elected Members Support & Community Engagement Officer or delegate at a mutually agreed time to provide the Councillor's advice on attendance for each appointment/meeting/event.

This will also provide the Councillor the opportunity to advise of:

- any specific times in their diaries where they are temporarily unavailable for Council Business to assist in the planning of appointment/meeting/event invitations and requests;
- in the event of the Mayor selecting this option, any delegations in relation to the Mayoral responsibilities under Section 12 (5) of the *Local Government Act 2009*.

Where the Mayor is unable to attend a particular appointment/meeting/event, such advice is to be provided to the Elected Members Support & Community Engagement Officer by the RSVP date and in sufficient time to enable alternative speech preparations to be made.

**Appendix A ('Councillor Options Form') provides the form required to be completed by each Councillor to advise of their selected option for diary management.**

#### **4.4.3 Other Administrative Support to Elected Members and Use of Letterhead**

Correspondence pertaining to a Council decision, policy or service is to be prepared and distributed solely by the relevant officer/s in accordance with the adopted Organisational Structure – this includes but is not limited to:

- Customer Requests
- Complaints
- Council Meeting Correspondence

All Customer Requests and/or Complaints are to be administered in accordance with the adopted policies.

Administrative support and letterhead is for Council Business and is not for the purpose of communicating personal opinions, progressing personal interests or individual priorities or seeking to damage the reputation of Council, other Councillors or Council employees.

Administrative support and letterhead for elected members is provided solely for the purpose of:

- letters of support for a community groups' funding applications that increase the liveability of the region (e.g. may be signed by the Mayor or a relevant Councillor) provided that:
  - the content is consistent with the role of a Councillor;
  - an individual Councillor is not speaking for or on behalf of Council;
  - the letter does not indicate or provide Council in-kind or financial support;
  - the signatory would not ordinarily have a conflict of interest in the matter (material personal interest or otherwise) if the matter came before Council.
- invitations to individual community engagement initiatives;

- congratulatory or thank-you messages;
- advocacy to other tiers of government for Council Business reflecting Council's position on matters;
- facilitating the reimbursement of expenses and other arrangements under this policy;
- preparation of speech notes where the request is received from the Councillor in sufficient time to enable information to be collated – as a general guide:
  - dot points (3) clear business days of the event;
  - 5 clear business days (full speech);
- acknowledgement letters/e-mails for correspondence to the Elected Members' Office.

To remove any doubt, at no time is:

- Administrative support to be used [to direct or facilitate the direction of Council employees](#) (Section 170 of the *Local Government Act 2009*).
- A Councillor's letterhead or individual e-mail addresses to be used to speak on behalf of Council or to commit Council (or imply Council's commitment to) potential / future decisions about Council expenditure or Council policy.
- [Seek to direct staff in contravention of this policy.](#)

#### **4.4.4 Maintenance Costs of Council Equipment**

Council will cover all ongoing maintenance costs associated with Council owned equipment to ensure it is operating for optimal professional use.

#### **4.4.5 Insurance Cover**

In accordance with Section 107 of the *Local Government Act 2009*, Council will take out professional indemnity and Workers Compensation Insurance cover for Councillors while carrying out their legislative responsibilities.

Council will pay the applicable excess (to the relevant insurer), in relation to claims made (against Council and/or a Councillor) relating to the conduct of a Councillor, who was performing their role as a Councillor (i.e. conducting official Council business).

#### 4.4.6 Uniform

On an 'as needed' basis Council will provide Councillors with the following corporate uniform as supplied by Council's preferred supplier arrangement:

- Name Badge
- Corporate branded shirts (upon request)
- Corporate branded jacket (upon request)
- Personal Protective Equipment (PPE) as required in the discharge of official duties

#### 4.5 VEHICLES

The aim of this policy is to ensure that no Councillor is financially disadvantaged by undertaking their Councillor responsibilities. However, it is recognised that due to an individual's personal/business circumstances their preference may be to use their private vehicle for all travel.

**Appendix A ('Councillor Options Form') provides the form required to be completed by each Councillor to confirm their selected option.**

##### 4.5.1 Vehicle

- **Option 1 or Option 2 (Council Owned Vehicle)**

Due to the size of the Maranoa Regional Council area (58,834.5km<sup>2</sup>), and to ensure Councillors participate in Council and community events across the region, a fully serviced, Council owned vehicle will be made available to Councillors who would like to access these options. This will include the provision of a break down service and fuel card for Council Business use.

The type of vehicles made available to Councillors considers the large area and distances covered within the Council area, and the fact that rural roads are predominantly gravel. Night travel is also necessary for Councillors in attending to Council Business.

Councillors will be provided with a 'fit for purpose' 4WD vehicle or similar vehicles considering individual location, value for money and the context of the abovementioned considerations.

Use of the vehicle is for Council Business and associated events only and is subject to compliance with any applicable motor vehicle policy adopted by Council from time to time.

- **Option 2 (Purchase of Limited Private Use)**

Councillors may enter into a private use agreement of the Council issued vehicle including for limited and reasonable private use (Note: To remove any doubt, travel to/from home wholly or mainly to undertake Councillor responsibilities is considered Council Business and not private use for the purpose of this policy).

The cost of limited private use at the commencement of this option was \$3,500 per annum (indexed annually by CPI 30 June).

Fuel purchased outside the Maranoa Regional Council area is to be covered by the Councillor if the vehicle is being used for private use.

The set private use agreement fee will be deducted automatically from the fortnightly Councillor remuneration payments.

- **Option 3 or 4 (Private Vehicle for Council Business)**

Due to their personal / business arrangements, a Councillor may prefer to use their private vehicles for undertaking their Councillor responsibilities.

[It should be noted that Council insurance does not cover private vehicles used for Council business.](#)

For the purpose of this policy, Council has determined that the allowance for use of a motor vehicle will be [88c/km](#) (subject to annual review). Any claim is to be based on log book details to substantiate the relevance of the travel for Council Business.

Details of the private use is to be recorded on a Councillor Expense Claim Form.

## **4.6 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT AND COMMUNICATIONS**

### **4.6.1 Mobile Devices (Calls and Data)**

The aim of this policy is to ensure that Council have a range of options for how they would like to be contactable while undertaking their Councillor responsibilities.

[Appendix A \('Councillor Options Form'\)](#) provides the form required to be completed by each Councillor to confirm their selected option.

Councillors, including those using a personal mobile phone to conduct Council Business, are to advise which number (if any) is to be published on Council's website and other Council communication networks (internal and external use).

#### **4.6.2 Form of Councillor Communications for Correspondence**

Due to high volume of correspondence received and documents generated by Council each year, these are managed electronically through Council's electronic document management system and Microsoft Outlook.

Not only does this reduce printing and paper costs, it automates a large part of Council's legislative record-keeping responsibilities, and assists in the effective, efficient and economical management of public resources.

**Appendix A ('Councillor Options Form')** provides the form required to be completed by each Councillor to confirm their selected option (i.e. electronic or printed/written format).

In lieu of electronic receipt and responses in relation to correspondence, Councillors may elect to have copies printed to view and to provide instructions in paper/written format.

Where this is a Councillor's preference, an Executive Services Officer will:

- Print correspondence including correspondence sent to the Councillors' internal e-mail address;
- Enter the notes in Council's document management system and workflow the document to the relevant area.

The Councillor will meet on a weekly basis with the Executive Services Officer or delegate at a mutually agreed time to receive the Councillor's written advice on each piece of correspondence.

Where a Councillor has selected to receive correspondence electronically, Attachment A (**'Councillor Options Form'**) seeks clarification whether it is to be used for external correspondence direct to the Councillor noting that all internal communications will be direct to the Councillor address.

#### **4.6.3 Other Methods of Contact for Council and Councillors**

A number of e-mail address contacts for contacting Council to request a service, information or action are available on the Council website:

[council@maranoa.qld.gov.au](mailto:council@maranoa.qld.gov.au)



[customer.service@maranoa.qld.gov.au](mailto:customer.service@maranoa.qld.gov.au)

As some government correspondence (e.g. from Ministers) and residents prefer to send correspondence electronically to Council and Councillors, the following addresses are established and administrative support provided to assist in the management of the correspondence:

Office of the Mayor [mayor@maranoa.qld.gov.au](mailto:mayor@maranoa.qld.gov.au)

Mayor and Councillors [councillors@maranoa.qld.gov.au](mailto:councillors@maranoa.qld.gov.au)

Multiple Council officers will have access to the above e-mail accounts to help ensure the continuity of service delivery to Council in accordance with this policy.

A copy of requests from customers for a service, information or action, received through the above e-mail addresses will be acknowledged and managed in accordance with Council's adopted Customer Request Policy, for example, the request will be forwarded to:

[customer.service@maranoa.qld.gov.au](mailto:customer.service@maranoa.qld.gov.au)

A copy of correspondence from customers in relation to something that Council or one of its representatives has done or failed to do will be acknowledged and managed in accordance with Council's adopted Complaint Management Policy & Processes. Administrative action complaints, for example, will be forwarded to:

[internal.review@maranoa.qld.gov.au](mailto:internal.review@maranoa.qld.gov.au)

## 5. Related Legislation and Policies

- *Local Government Act 2009*
- *Local Government Regulation 2012*

*Council Policies developed and reviewed from time to time in relation to:*

- *Credit Cards*
- *Councillors' Motor Vehicles*
- *Customer Service*
- *Complaints Management*
- *Mandatory Councillors' Code of Conduct (State Government)*

## 6. Associated Documents

Nil

## 7. Revision History

Policy Revision	Approval Date	Internal Reference
1.00	25 January 2017	D17/3993 GM/01.2017/20
2.00	27 March 2019	D19/22790 GM/03.2019/108
3.00	7 June 2019	DRAFT

<b>SELECTION OF OPTIONS</b>
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**Decision 1 – Council issued credit card (Credit card facility)****Section 4.2**

Expenses or Facilities incurred / used by Councillors	New Councillor Checklist (Please tick to select preferred option)	
	Option 1	Option 2
Credit card facility	<b>Council issued credit card</b>  <div style="text-align: center; margin-top: 20px;"> <input style="width: 50px; height: 20px; border: 1px solid black;" type="checkbox"/> </div>	<b>No Council credit card</b>  <div style="text-align: center; margin-top: 20px;"> <input style="width: 50px; height: 20px; border: 1px solid black;" type="checkbox"/> </div>

**Reminder:**

Payment for all flights will be made by the officer delegated by the Chief Executive Officer, or via a Council issued credit card.

Personal or non-Council credit cards or accounts/funds are not be used for:

- the purposes of booking airfares for Council Business;
- expenses in the course of discharging Councillors' civic duties and responsibilities as Councillors, other than for expenses expressly permitted under, and in accordance with, the Expenses Reimbursement Policy.

**Councillor Initial:** \_\_\_\_\_

## Decision 2 – Frequent flyer program

### Section 4.3.3

Expenses or Facilities incurred / used by Councillors	Councillor's Selected Option (Tick applicable box)	
	Option 1	Option 2
Frequent Flyer points will accrue while on Council Business	<p style="text-align: center;"><b>No</b></p> <p style="text-align: center;"><input type="checkbox"/></p>	<p style="text-align: center;"><b>Yes</b></p> <p style="text-align: center;"><input type="checkbox"/></p>

### Reminder:

Points from loyalty programs accumulated by Councillors on their personal rewards program, whilst travelling on official Council Business, must not be used for personal gain. Accumulated points should be redeemed, where possible, for travel on official Council Business. Council reserves the right to seek confirmation from the applicable Councillor of the number of points earned while on Council Business for the purposes of arranging future Council Business bookings.

Councillor Initial: \_\_\_\_\_

**Decision 3 – Accommodation Preference within Roma for Councillor's Use while on Council Business or events where invited as a Councillor**

**Section 4.3.4**

Expenses or Facilities incurred / used by Councillors	Councillor's Selected Option (Tick applicable box)		
	Option 1	Option 2	Not required
Accommodation for Councillor's Use	<p><b>Council provided accommodation</b></p> <p><input type="checkbox"/></p>	<p><b>Local accommodation service provider</b></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>

**Reminder:**

Where a Councillor is accompanied by a spouse, partner, family member or associate, Council is to be reimbursed for any incremental cost associated with more than the Councillor's accommodation (e.g. number or size of rooms) where the amount is reasonably practical to quantify.

**Councillor Initial:** \_\_\_\_\_

## Decision 4 – Diary management

### Section 4.4.2

Expenses or Facilities incurred / used by Councillors	Elected Members Support & Community Engagement	Councillor's Selected Option (Tick applicable box)		
		Option 1	Option 2	Option 3
Diaries & Administrative Support for Diary Management - Appointments, Deputations, Meetings, Functions, Events	Calendar invitations received or initiated by Council for Councillors entered into Microsoft Outlook	<b>Electronic</b>  <input type="checkbox"/>	<b>Printed</b>  <input type="checkbox"/>	<b>Mainly Electronic (Printing infrequently upon request – e.g. for large attachments)</b>  <input type="checkbox"/>

### Reminder:

An Elected Members Support & Community Engagement Officer will meet collectively with all available Councillors ('Diary meetings'). Meetings will generally take place from 9.00am - 9.45am on Workshop day preceding the Council meeting (approximately once a fortnight), or at an alternative time if periodically required due to other Council commitments or officer availability.

### For Councillors selecting Option 2:

The Councillor will meet on a weekly basis with the Elected Members Support & Community Engagement Officer or delegate at a mutually agreed time to provide the Councillor's advice on attendance for each appointment/meeting/event.

This will also provide the Councillor the opportunity to advise of:

- any specific times in their diaries where they are temporarily unavailable for Council Business to assist in the planning of appointment/meeting/event invitations and requests;
- in the event of the Mayor selecting this option, any delegations in relation to the Mayoral responsibilities under Section 12 (5) of the *Local Government Act 2009* (by RSVP date to allow sufficient time for alternative speech arrangements to be made).

Councillor Initial: \_\_\_\_\_

## Decision 5 – Vehicle

### Section 4.5

Expenses or Facilities incurred or used by Councillors	Councillor's Selected Option (Tick applicable box)			
	Option 1	Option 2	Option 3	Option 4
Vehicle	<p><b>Council Vehicle</b> for Council Business Use <u>Only</u> <u>No</u> Private Use</p> <p><input type="checkbox"/></p>	<p><b>Council Vehicle</b> – Council Business Use Purchase of <u>Limited</u> Private Use by Councillor</p> <p><input type="checkbox"/></p> <p>Payment by Councillor to Council of \$3,500 per annum indexed by CPI (June 2018).</p> <p>Council will periodically review usage to confirm reasonableness of usage to individual Councillor payments pursuant to this option. Excessive usage may, subject to a Council resolution, result in an additional Councillor payment being required.</p>	<p>Use of <b>Private Vehicle</b> Allowance based on kms of Council Business Use</p> <p><input type="checkbox"/></p> <p>88c per km of Council business use (log book maintained and copies provided as part of the payment request) paid to the Councillor</p>	<p>Use of <b>Private Vehicle</b> Council Business Use</p> <p><input type="checkbox"/></p> <p>In the absence of a Log Book, the Councillor acknowledges that no claim for reimbursement can be made to Council for a contribution or reimbursement of expenses associated with use of a Private Vehicle for Council Business Use.</p>

Councillor Initial: \_\_\_\_\_

## Decision 6 – Information and Communication Technology (ICT) Equipment

### Section 4.6.1

Expenses or Facilities incurred or used by Councillors	Councillor's Selected Option (Tick applicable box)				
	Option 1	Option 2	Option 3	Option 4	Option 5
Mobile Devices for Councillor's Use	<b>Council Mobile (Smart) Phone</b>	<b>Council Mobile (Smart) Phone + Call redirection</b> to personal phone number	<b>Personal Mobile Phone</b>	<b>Personal Mobile Phone</b>	<b>Personal Mobile Phone</b>
	<b>Council iPad</b> (choice of 9.7 inch or 12.9 inch)	<b>Council iPad</b> (choice of 9.7 inch or 12.9 inch)	<b>Council iPad</b> (choice of 9.7 inch or 12.9 inch)	<b>Personal iPad</b> (with Council Outlook and Calendar App to access information relating to Councillor responsibilities).	<b>No mobile access to Council information</b>
	Calls (includes Council secured fixed cost monthly plan for calls and data within Australia).	Calls (includes Council secured fixed cost monthly plan for calls and data within Australia) for Council phone.	Reimbursement of Mobile Plan including Data to the equivalent of what Council is currently paying for a Council device.	Reimbursement of Mobile Plan including Data to the equivalent of what Council is currently paying for a Council device.	<b>Council Skype notification of urgent messages</b>
	Council will only pay for the purchase and arrange installation and support of Software Applications or 'Apps', or individually priced services that are required to conduct official Councillor business, specifically: <b>Microsoft</b>	Council will only pay for the purchase and arrange installation and support of Software Applications or 'Apps', or individually priced services that are required to conduct official Councillor business, specifically: <b>Microsoft</b>	Council will only pay for the purchase and arrange installation and support of Software Applications or 'Apps', or individually priced services that are required to conduct official Councillor business, specifically: <b>Microsoft Outlook</b>	Council will only pay for the purchase and arrange installation and support of Software Applications or 'Apps', or individually priced services that are required to conduct official Councillor business, specifically:	



	Outlook (E-mail and Calendar ) and Microsoft Office Suite.	Outlook (E-mail and Calendar) and Microsoft Office Suite.	(E-mail and Calendar) with corporate management of the Council Outlook app. and pin security, managed through Council's mobile application management platform. + Microsoft Office Suite on iPad	Microsoft Outlook (E-mail and Calendar) with corporate management of the Council Outlook app. and pin security, managed through Council's mobile application management platform.	
SMS (Text Messages) about Council Business are not to be sent from personal mobile phones to ensure compliance with the <i>Public Records Act 2002</i> . Any receipt of SMS are to be copied and included in Council's system.					
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Phone number to be displayed on the Council website and other external Council communication networks	<input type="text"/>
Phone number to be displayed on Council internal communication networks (contact by a Councillor or Council Officer)	<input type="text"/>

**Reminder:**

Councillors, including those using a personal mobile phone to conduct Council Business, are to advise which number (if any) is to be published on Council's website and other Council communication networks (internal and external use).

**Councillor Initial:** \_\_\_\_\_

## Decision 7 – Councillor Communications for Correspondence

### Section 4.6.2

Expenses or Facilities incurred or used by Councillors	Councillor's Selected Option (Tick applicable box)	
	Option 1	Option 2
	Electronic	Paper
Communications	<input type="checkbox"/>	<input type="checkbox"/> <i>Note: Spam/Marketing/ Junk Mail will be separately sorted.</i>
If using your Councillor e-mail address to correspond externally, please tick.	<b>External contact</b> – Councillor address  <input type="checkbox"/>	

### Reminder:

In lieu of electronic receipt and responses in relation to correspondence, Councillors may elect to have copies printed to view and provide instructions in paper/written format. The Councillor will meet on a weekly basis with the Executive Services Officer or delegate at a mutually agreed time to receive the Councillor's written advice in relation to correspondence (date received / date instructions provided or noted on the correspondence).

**Councillor Initial:** \_\_\_\_\_

**Decision 8 – Speech Notes (As required)**

Expenses or Facilities incurred or used by Councillors	Councillor's Selected Option (Tick applicable box)		
	Option 1	Option 2	Option 3
Speech notes	Dot points	Full speech	Dependent on type of event
	Councillor requested to advise of request for speech notes (3) clear business days prior to the event	Councillor requested to advise of request for speech notes (5) clear business days prior to the event	Lead time noted.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 Councillor Signature

Date

/ 6 / 19

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 11 June 2019

**Item Number:** 11.1

**File Number:** D19/48527

**SUBJECT HEADING:** Delegation of Council Powers to the Chief Executive Officer under the Environmental Protection Regulation 2008

**Classification:** Open Access

**Officer's Title:** Governance Officer

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### **Executive Summary:**

Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.

This report seeks Council's approval for the delegation of Council powers under the *Environmental Protection Regulation 2008* to the position of Chief Executive Officer.

### **Officer's Recommendation:**

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Environmental Protection Regulation 2008*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
ENPR	Environmental Protection Regulation

**Context:**

*Why is the matter coming before Council?*

MacDonnell's Law provides monthly updates to Maranoa Regional Council as part of the Monthly Delegation Update service. Legislative changes to the *Environmental Protection Regulation 2008* has subsequently changed local government powers.

MacDonnell's Law advised of the following changes and the Instrument of Delegation has been updated accordingly (attached).

**CHAPTER 5 – MATTERS RELATING TO ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL OFFENCES**

64I(2)	In certain circumstances the power to notify the administering authority of the change in the waste type within 24 hours after receiving the test results for the retesting.	<i>New addition to the table of powers.</i>
64I(3)(a)-(e)	In certain circumstances, the power within 10 business days after receiving the test results for the retesting of the waste, to prepare and give the administering authority a written report specifying state matters.	<i>New addition to the table of powers.</i>
64J(1)	Power for each load of tested waste transported to a receiver to record the prescribed information for the load in the approved form	<i>New addition to the table of powers.</i>
64J(2)	Power to in certain circumstances, to give the prescribed information for the load to the receiver.	<i>New addition to the table of powers.</i>
65(2)	Power to, in certain circumstances, make a record of the prescribed information for the load in the approved form.	<i>New addition to the table of powers.</i>
65(3)	Power to, in certain circumstances, give written notice of the omission of inaccuracy to the administering authority.	<i>New addition to the table of powers.</i>

**Background to the Delegation of Powers**

Council is vested with the power to make a range of decision and various actions under legislation and other statutory instruments. Council derives those powers from State law, such as the *Local Government Act 2009*, and under its local laws and planning scheme.

Section 257 of the *Local Government Act 2009* allows Council, by resolution, to delegate its powers under State and other laws, to one or more individuals or standing committees, including to the Chief Executive Officer.

The delegation of a Council's power does not involve Council parting with or surrendering those powers. Council continues to retain all powers which are the subject of delegation. A delegation involves the "sharing" of power, so that both Council and the Chief Executive Officer can exercise the same power.

Other important legal principles which apply to the delegation proposal set out in the report are:

- a) Council at all times retains the power to revoke the delegation. Accordingly Council retains ultimate control.
- b) Council, as the delegator, still has responsibility to ensure that the relevant power is properly exercised. Council will therefore continue to supervise and oversee the exercise of its powers.
- c) A delegation of power by Council may be subject to any lawful conditions which Council wishes to impose. The imposition of conditions enables Council to impose checks and balances on its delegations. However, as with any vesting power, the delegated power cannot be unduly fettered.
- d) The delegate must exercise a delegated power fairly and impartially, without being influenced by or being subject to the discretion of other individuals.
- e) A local government must not delegate a power that an Act states must be exercised by resolution.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The *Environmental Protection Regulation 2008* Instrument of Delegation was last tabled at a Council meeting on 25 February 2015 to delegate Council powers to the Chief Executive Officer.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

This report has been provided in compliance with section 257 of the *Local Government Act 2009*, which allows for the Local Government, by resolution, to delegate power under the *Environmental Protection Regulation 2008* and any other act to the Chief Executive Officer.

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

MacDonnell's Law

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

### **This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

The delegation update service is funded in the current financial years' budget.

### **Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)*

Nil

### **Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

Chief Executive Officer

### **Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
If Council were to not delegate powers	The delegation of Local Government powers plays a vital part of the effective operation of Council.

### **Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Delegate Council powers to the Chief Executive Officer as per the Instrument of Delegation attached.

### **Recommendation:**

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

*Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the

attached Instruments of Delegation for the *Environmental Protection Regulation 2008*.

- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Link to Corporate Plan:**


Corporate Plan 2018-2023

Strategic Priority 10: Organisational Management

10.4 Building Capability and Performance

10.4.1 Defining expectations and boundaries

**Supporting Documentation:**

[1](#)  Environmental Protection Regulation 2008 - Instrument of Delegation D15/14961

**Report authorised by:**

Director - Corporate, Community & Commercial Services



## **INSTRUMENT OF DELEGATION**

### **Maranoa Regional Council *Environmental Protection Regulation 2008 ("ENPR")***

Under section 257 of the *Local Government Act 2009*, Maranoa Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

## Schedule 1

**Environmental Protection Regulation 2008 ("ENPR")****CHAPTER 3 – ENVIRONMENTALLY RELEVANT ACTIVITIES****Part 1 – Environmentally Relevant Activities – General Matters****Division 3A – Development application relating to concurrence ERAs**

Entity power given to	Section of ENPR	Description
Local Government (as Assessment Manager or Referral Agency)	19B	Power to consider the following assessment benchmarks: (a) an environmental objective assessment against the environmental objectives and performance outcomes stated in schedule 5, part 3, table 2; (b) the standard criteria; (c) if the concurrence ERA is to be carried out in a strategic environmental area – the impacts of the activity on the environmental attributes for the area under the <i>Regional Planning Interests Act 2014</i> .

**CHAPTER 4 – REGULATORY REQUIREMENTS****Part 2 – Regulatory Requirements for all Environmental Management Decisions**

Entity power given to	Section of ENPR	Description
Administering Authority	51(1)	When making an environmental management decision relating to an activity, other than a prescribed ERA, power to: (a) carry out an environmental objective assessment (to be carried out in accordance with Schedule 5, Part2) against the environmental objective and performance outcomes mentioned in schedule 5, part 3, tables 1 and 2; (b) consider the environmental values declared under this regulation; (ba) if the activity is to be carried out in a strategic environmental area – consider the impacts of the activity on the environmental attributes for the area under the <i>Regional Planning Interests Act 2014</i> ; (c) consider each of the following under any relevant environmental protection policies: (i) the management hierarchy; (ii) environmental values; (iii) quality objectives; (iv) the management intent; and (d) consider the matters of national environmental significance.
Administering Authority	51(2)	For an environmental management decision relating to a prescribed ERA, power to: (a) carry out an environmental objective assessment (to be carried out in accordance with Schedule 5, Part2) against the environmental objective and performance outcomes mentioned in schedule 5, part 3, table 1; and (b) consider the matters mentioned in subsection (1)(b),

		(ba) and (c).
Administering Authority	52(1)	When making an environmental management decision relating to an activity, power to consider imposing conditions about the specified matters.
Administering Authority	53(1)	When making an environmental management decision relating to an activity, power to consider whether to impose conditions about the release of contaminants from the activity on the receiving environment.
Administering Authority	53(2)	Power to consider the specified matters when considering whether to impose a monitoring condition.

**Part 3 – Additional Regulatory Requirements for Particular Environmental Management Decisions**

Entity power given to	Section of ENPR	Description
Administering Authority	58(2)	When making an environmental management decision relating to an activity that involves, or may involve the release of water or waste to a referable wetland or a significant coastal wetland for treatment, power to refuse to grant the application after considering the specified matters.
Administering Authority	63(2)	When making an environmental management decision relating to an activity that involves, or may involve, the release of waste directly to groundwater, power to refuse to grant the application after consideration of the specified matters.

**CHAPTER 5 – MATTERS RELATING TO ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL OFFENCES**

**Part 1 – Categorisation of commercial and industrial waste<sup>1</sup>**

**Division 3 – Notification, reporting and record keeping**

Entity power given to	Section of ENPR	Description
Generator of Waste	64I(2)	<i>In certain circumstances the power to notify the administering authority of the change in the waste type within 24 hours after receiving the test results for the retesting.</i>
Generator of Waste	64I(3)(a)-(e)	<i>In certain circumstances, the power within 10 business days after receiving the test results for the retesting of the waste, to prepare and give the administering authority a written report specifying state matters.</i>
Generator of Tested Waste	64J(1)	<i>Power for each load of tested waste transported to a receiver to record the prescribed information for the load in the approved form.</i>
Generator of Tested Waste	64J(2)	<i>Power to in certain circumstances, to give the prescribed information for the load to the receiver.</i>
Receiver of Tested Waste	65(2)	<i>Power to, in certain circumstances, make a record of the prescribed information for the load in the approved form.</i>
Receiver of Tested	65(3)	<i>Power to, in certain circumstances, give written notice of the</i>

<sup>1</sup> This part does not come into force until 4 February 2019

Waste		omission or inaccuracy to the administering authority.
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**Part 9 – Waste Tracking**  
**Division 4 – Miscellaneous**

Entity power given to	Section of ENPR	Description
Waste Handler	81U(1)(b)	Power to enter a written agreement with another person (the agent) to do the thing for the waster handler.
Person	81W(1)	Power to apply to the administering executive for approval of a particular way of giving prescribed information to the administering authority under division 3.
Person	81X(1)	Power to apply to the administering executive for a consignment number for a number of matters.
Person	81Y(1)	Power to apply to the administering authority for an exemption for the transportation of trackable waste to this part applies.

**CHAPTER 5A – WASTE MANAGEMENT BY LOCAL GOVERNMENTS<sup>2</sup>**

**Part 2 – Waste Management in Local Government Areas**  
**Division 1 – Storage of general waste**

Entity power given to	Section of ENPR	Description
Local Government	81ZF(1)(b)	Power to require the owner or occupier of relevant premises in the local government area, to supply at the relevant premises, enough waste containers, other than standard general waste containers, to contain the general waste produced at the relevant premises.
Local Government	81ZF(2)	Power to consider reasonable, the number of standard general waste containers required at the relevant premises.
Local Government	81ZG(1)(a)	Power to require the occupier of the relevant premises to store general waste at the relevant premises in another type of waste container other than a standard general waste container.
Local Government	81ZH(1)(a)	Power to require a waste container supplied for the premises to be kept at a particular place at the premises.
Local Government	81ZH(2)(a)	Power to arrange to collect waste from the container at the place.
Local Government	81ZI(2)	Power to require the prescribed person to ensure certain things are supplied at the premises.
Local Government	81ZI(2)(a)(i)	Power to require the level of an elevated stand for the holding of all waste containers.
Local Government	81ZI(2)(a)(ii)	Power to require drainage of an imperviously paved area where all waste containers can be placed.

<sup>2</sup> Section 81ZS – Devolution – Waste Management in Local Government Areas – Act, 514, the administration and enforcement of Part 2 is devolved to each local government for its local government area.  
Section 81ZT – Devolution – Receiving and Disposing of Waste – Act, 514, the administration and enforcement of Part 3, to the extent it relates to a waste facility owned, operated or otherwise controlled by a local government, is devolved to the local government.

**Division 2 – Removal of general waste**

Entity power given to	Section of ENPR	Description
Local Government	81ZJ(2)	Power to give a written notice to the occupier of the relevant premises stating a number of matters listed in s81ZJ(2)(a) – (c).
Local Government	81ZK(2)(a)	Power to approve and give written approval to the owner or occupier of the relevant premises for depositing or disposing of the waste.
Local Government	81ZK(2)(b)	Power to impose conditions on the approval.

**Division 3 – Storage and treatment of industrial waste**

Entity power given to	Section of ENPR	Description
Local Government	81ZL(1)	Power to require the occupier of the relevant premises where there is industrial waste to do a number of things as set out in section 81ZL(1)(a) – (c).
Local Government	81ZL(1)(a)	Power to require the number of industrial waste containers to be supplied at the premises for storing the waste at the premises safely, efficiently and without causing a nuisance.
Local Government	81ZL(1)(b)	Power to require the occupier of the relevant premises to keep the waste containers at a place at the premises.
Local Government	81ZL(4)	Power to approve a type of container as an industrial waste container for the storing of industrial waste at the premises within the local government area.
Local Government	81ZM	Power to require the occupier of the relevant premises where there is industrial waste to treat the waste to a standard.
Local Government	81ZM	Power to approve the standard to treat waste for the occupier of the relevant premises where there is industrial waste.

**Part 3 – Receiving and Disposing of Waste**

Entity power given to	Section of ENPR	Description
Waste Facility Owner or Operator	81ZQ(1)	Power to consent to the matters set out in section 81ZQ(1)(a) – (c).
Waste Facility Owner or Operator	81ZR(2)(b)	Power to give reasonable instructions to a person to deal with waste.

**CHAPTER 8 – FEES****Part 3 – Annual Fees****Division 2 – Reduced annual fees in particular circumstances****Subdivision 3 – Offences and record keeping**

Entity power given to	Section of ENPR	Description
Administering Authority	133	Power to require the holder of a relevant authority to pay the authority the difference between the annual fee and the reduced annual fee.

**CHAPTER 9 – REPEAL, TRANSITIONAL AND SAVINGS PROVISIONS****Part 2 – Transitional and Savings Provisions****Division 2 – Transitional provisions about environmentally relevant activities****Subdivision 1 – General**

<b>Entity power given to</b>	<b>Section of ENPR</b>	<b>Description</b>
Administering Authority	150(3)	In the specified circumstances, as soon as practicable after commencement, power to: (a) give the holder of the registration certificate a notice stating that, under this regulation, the activity is no longer an environmentally relevant activity; and (b) from the anniversary day of the registration certificate, the holder no longer needs a registration certificate to carry out the activity.
Administering Authority	151(2)	In the specified circumstances, as soon as practicable after commencement, power to give the holder of a relevant authority a notice stating that: (a) under this regulation, the activity is still an environmentally relevant activity; (b) the provision of schedule 2 applicable to the holder's activity; (c) from the anniversary day of the relevant authority, the holder is taken to have a relevant authority to carry out the activity mentioned in the provision of schedule 2 applicable to the holder's activity.
Administering Authority	153(2)	In the specified circumstances, as soon as practicable after commencement, power to give the holder of an environmental authority a notice stating that: (a) under this regulation, the activity is still an environmentally relevant activity; (b) the provision of schedule 5 or 6 applicable to the holder's activity; (c) from the anniversary day of the former environmental authority, the holder is taken to have an environmental authority to carry out the activity mentioned in the provision of schedule 5 or 6 applicable to the holder's activity.

Schedule 2

**LIMITATIONS TO THE EXERCISE OF POWER**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.

2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2018 07 01 - ENPR - Delegation Instrument]

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 11 June 2019

**Item Number:** 11.2

**File Number:** D19/48570

**SUBJECT HEADING:** Delegation of Council Powers to the Chief Executive Officer under the Right to Information Act 2009

**Classification:** Open Access

**Officer's Title:** Governance Officer

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### **Executive Summary:**

Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.

This report seeks Council's approval for the delegation of Council powers under the *Right to Information Act 2009* to the position of Chief Executive Officer.

### **Officer's Recommendation:**

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Right to Information Act 2009*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
RTIA	Right to Information Act



## Context:

### *Why is the matter coming before Council?*

MacDonnell's Law provides monthly updates to Maranoa Regional Council as part of the Monthly Delegation Update service. Legislative changes to the *Right to Information Act 2009* has subsequently changed local government powers.

MacDonnell's Law advised of the following changes and the Instrument of Delegation has been updated accordingly (attached).

## Part 7 - Giving Access

### Division 1 – Giving access to applicant

73(3)	Power to decide that it is reasonably practicable to give access to the copy.	<i>Update in wording. Previously wrote: "Power to consider, from the terms of the application or after consultation with the applicant: (a) the applicant would accept the copy; and (b) it is reasonably practicable to give access to the copy."</i>
74(2)	In the specified circumstances, power to give access.	<i>Update in numbering. Previously wrote: "74"</i>
75(2)	In the specified circumstances, power to give access.	<i>Update in numbering. Previously wrote: "75"</i>
75B(2)	In the specified circumstances, power to give access.	<i>New addition to the table of powers.</i>

## Background to the Delegation of Powers

Council is vested with the power to make a range of decision and various actions under legislation and other statutory instruments. Council derives those powers from State law, such as the *Local Government Act 2009*, and under its local laws and planning scheme.

Section 257 of the *Local Government Act 2009* allows Council, by resolution, to delegate its powers under State and other laws, to one or more individuals or standing committees, including to the Chief Executive Officer.

The delegation of a Council's power does not involve Council parting with or surrendering those powers. Council continues to retain all powers which are the subject of delegation. A delegation involves the "sharing" of power, so that both Council and the Chief Executive Officer can exercise the same power.

Other important legal principles which apply to the delegation proposal set out in the report are:

- Council at all times retains the power to revoke the delegation. Accordingly Council retains ultimate control.
- Council, as the delegator, still has responsibility to ensure that the relevant power is properly exercised. Council will therefore continue to supervise and oversee the exercise of its powers.

- c) A delegation of power by Council may be subject to any lawful conditions which Council wishes to impose. The imposition of conditions enables Council to impose checks and balances on its delegations. However, as with any vesting power, the delegated power cannot be unduly fettered.
- d) The delegate must exercise a delegated power fairly and impartially, without being influenced by or being subject to the discretion of other individuals.
- e) A local government must not delegate a power that an Act states must be exercised by resolution.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The *Right to Information Act 2009* Instrument of Delegation was last tabled at a Council meeting on 25 November 2015 to delegate Council powers to the Chief Executive Officer.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

This report has been provided in compliance with section 257 of the Local Government Act 2009, which allows for the Local Government, by resolution, to delegate power under the *Right to Information Act 2009* and any other act to the Chief Executive Officer.

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

MacDonnells Law

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

The delegation update service is funded in the current financial years' budget.

### Future Years' Budgets:

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

### Impact on Other Individuals or Interested Parties:

***Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?***  
(Interested Parties Analysis - IS9001:2015)

Chief Executive Officer

### Risks:

***What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)*** (List each identified risk in a table)

Risk	Description of likelihood & consequences
If Council were to not delegate powers	The delegation of Local Government powers plays a vital part of the effective operation of Council.

### Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Delegate Council powers to the Chief Executive Officer as per the Instrument of Delegation attached.

### Recommendation:

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Right to Information Act 2009*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Link to Corporate Plan:**


Corporate Plan 2018-2023

Strategic Priority 10: Organisational Management

10.4 Building Capability and Performance

10.4.1 Defining expectations and boundaries

**Supporting Documentation:**

[1](#)  Right to Information Act 2009 - Instrument of Delegation     D15/93863

**Report authorised by:**

Director - Corporate, Community & Commercial Services

## **INSTRUMENT OF DELEGATION**

### **Maranoa Regional Council** *Right to Information Act 2009*

Under section 257 of the *Local Government Act 2009*, **Maranoa Regional Council** resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

## Schedule 1

**Right to Information Act 2009 ("RTIA")****CHAPTER 3 – DISCLOSURE BY APPLICATION UNDER THIS ACT****Part 3 - Dealing with Application****Division 2 – Preliminary contact with applicant**

Entity power given to	Section of RTIA	Description
<b>NOTE</b>	<b>30(1)</b>	<b>Power to deal with all access applications made to a local government as an agency under this Act, is given directly to the Chief Executive Officer as the Council's "principal officer".</b>
Principal Officer	30(2)	The CEO as the Council's Principal Officer has the power to delegate the principal officer powers to deal with an application to another officer of the agency.
Entity	32(1)(b)	Power to decide the application is outside the scope of this Act.
Entity	32(2)	Power to give a prescribed written notice to the applicant of the decision.
Agency	33(2)	Power to inform the person how the application does not comply with the relevant application requirement.
Agency	33(3)	Power to consult with the applicant with a view to making an application in a form complying with all relevant application requirements.
Agency	33(6)	Power to decide the application does not comply with all relevant application requirements and give the applicant prescribed written notice of the decision.
Agency	34(2)	Power to, within 15 business days after the application is received, inform the applicant that: (a) the application could have been made under the Information Privacy Act without any application fee or processing charge being payable; and (b) the applicant may either: (i) ask for the application to be dealt with under the Information Privacy Act; or (ii) confirm the application as an application under this Act.
Agency	35(1)	In the specified circumstances, power to ask the applicant for a further specified period to consider the application.
Agency	35(3)	In the specified circumstances, power to continue to consider the application and make a considered decision relating to it.
Agency	36(1)	If a person makes an access application, power to: (a) consider whether a processing charge or access charge is payable in relation to the application; and (b) before the end of the processing period for the application, give the applicant: (i) a schedule of relevant documents for the applicant unless the applicant waives the requirement; and (ii) a charges estimate notice.
Agency	36(2)	Power to consult with the applicant with a view to narrowing the application to reduce the applicable charges.
Agency	36(4)	Power to give the applicant a new charges estimate notice.
Agency	36(7)	Power to agree to extend the prescribed period.

**Division 3 – Contact with relevant third party**

Entity power given to	Section of RTIA	Description
Agency	37(1)	Power to give access to a document that contains information the disclosure of which may reasonably be expected to be of concern to a government, agency or person ( <b>relevant third party</b> ) only after taking steps that are reasonably practicable to: <ul style="list-style-type: none"> <li>(a) obtain the views of the relevant third party about whether:               <ul style="list-style-type: none"> <li>(i) the document is a document to which this Act does not apply; or</li> <li>(ii) the information is exempt information or contrary to public interest information; and</li> </ul> </li> <li>(b) inform the relevant third party that if access is given to the document because of an access application, access may also be given to the document under a disclosure log.</li> </ul>
Agency	37(3)(b)	Power to decide: <ul style="list-style-type: none"> <li>(i) the document is a document to which this Act does apply; or</li> <li>(ii) the information is not exempt information or contrary to public interest information.</li> </ul>
Agency	37(3)(c)	Power to give prescribed written notice of the decision to the applicant and relevant third party.
Agency	37(4)	Power to give the applicant written notice when access is no longer deferred under subsection (3)(d).

**Division 4 – Transfers**

Entity power given to	Section of RTIA	Description
Agency	38(2)	In the specified circumstances, power to transfer an application to another agency.
Agency	38(2)(b)	Power to consent to the transfer of an application.

**Part 4 - Refusal to Deal with Application**

Entity power given to	Section of RTIA	Description
Agency	40(2)	Power to refuse to deal with the application without having identified any or all of the documents.
Agency	41(1)	Power to consider that the work involved in dealing with an application or all of the applications would substantially and unreasonably divert the resources of agency from their use, and subsequently the power to refuse to deal with an access application, or if there are 2 or more, all of the applications.
Agency	42(1)(a)	Power to give the applicant a written notice: <ul style="list-style-type: none"> <li>(i) stating an intention to refuse to deal with the application; and</li> <li>(ii) advising that, for the prescribed consultation period for the notice, the applicant may consult with the agency with a view to making an application in a form that would remove the ground for refusal; and</li> <li>(iii) stating the effect of subsections (2) to (6).</li> </ul>
Agency	42(1)(a)(ii)	Power to consult the applicant with a view to making an application in the form that would remove the ground for refusal.
Agency	42(6)	Power to agree to a longer prescribed consultation period.

Agency	43(3)	In the specified circumstances, power to refuse to deal with a later application to the extent it is for access to a document or documents sought under the first application.
Agency	43(3)(b)(ii)	Power to decide that the application is for a document to which this Act does not apply.
Agency	43(3)(b)(iii)	Power to decide that the document or documents sought are documents access to which was refused under section 47.
Agency	43(3)(c)(ii)	Power to decide that the application is for a document to which chapter 3 of the Information Privacy Act does not apply.

## Part 5 - Decision

Entity power given to	Section of RTIA	Description
Agency	45(a)	In the specified circumstances, power to make a considered decision: (i) whether access is to be given to the document; and (ii) if the access is to be given – whether any charge must be paid before access is given.
Agency	45(b)	Power to give the person written notice of the decision under section 54.
Principal Officer	46(2)	In the specified circumstances, power to give prescribed written notice of the decision to the applicant.
Agency	47(3)	In the specified circumstances, power to refuse access to a document of the agency.
Agency	48(1)	For an access application made for a document, power to decide to give access to the document unless disclosure would, on balance, be contrary to the public interest.
Agency	48(3)	Despite section 48(1), power to decide to give access to all or part of a document.
Agency	49(1)	For an access application made for a document, power to decide to give access to the document unless disclosure would, on balance, be contrary to the public interest.
Agency	49(3)	Power to consider on the balance, disclosure of information would be contrary to the public interest.
Agency	49(5)	Despite section 47(3)(b), power to decide to give access to all or part of a document.
Agency	50(1)	For an access application made for a document, power to decide to give access to the document unless disclosure would, on balance, be contrary to the public interest.
Agency	50(4)	Despite section 47(3)(c), power to decide to give access to all of part of a document.
Agency	51(1)	For an access application made for a document, power to decide to give access to the document unless disclosure would, on balance, be contrary to the public interest.
Agency	51(3)	Despite section 47(3)(d), power to decide to give access to all or part of a document.
Agency	52(1)(a)	Power to be satisfied that a document does not exist.
Agency	52(1)(b)	Power to be satisfied that: (i) the document has been or should be in the agency's possession; and (ii) all reasonable steps have been taken to find the document but the document cannot be found.



Agency	52(2)	In the specified circumstances, power to consider the document has been kept in, and is retrievable from, the backup system.
Agency	54(1)	For the specified purposes, power to give a prescribed written notice to an applicant for an access application.
Agency	55(2)	In the specified circumstances, power to give a prescribed written notice.

## Part 6 - Charging Regime

### Division 3 – Waiver of charges

Entity power given to	Section of RTIA	Description
Agency	64(1)	Power to consider that the likely associated costs to the agency would be more than the likely amount of the charge, and waive a processing or access charge.
Agency	66(2)	In the specified circumstances, power to decide to waive any processing charge, or access charge for the application.
Agency	66(3)	Power to give the applicant a prescribed written notice of a decision under subsection (2) before the end of the processing period.

## Part 7 - Giving Access

### Division 1 – Giving access to applicant

Entity power given to	Section of RTIA	Description
Agency	68(4)	In the specified circumstances, power to refuse access in a particular form and to give in another form.
Agency	68(8)	Power to give access to a document in another form if agreed to by the applicant.
Agency	72(1)	In the specified circumstances, power to defer giving access to a document for a reasonable period.
Agency	72(2)	Power to give the applicant written notice when access is no longer deferred under section 72(1).
Agency	73(1)	Power to reasonably consider whether information in a document is not relevant to the access application for the document.
Agency	73(2)	Power to delete irrelevant information from a copy of a document and give access to the document by giving access to a copy of the document with the irrelevant information deleted.
Agency	73(3)	Power to decide that it is reasonably practicable to give access to the copy.
Agency	74(2)	In the specified circumstances, power to give access.
Agency	75(2)	In the specified circumstances, power to give access.
Agency	75B(2)	In the specified circumstances, power to give access.
Agency	76(2)	In the specified circumstances, power to consider whether it is consistent with the primary object of the Act to give the applicant, or a person nominated by the applicant and approved by the agency (an <i>intermediary</i> ), a summary of the person information on conditions of use or disclosure agreed between the agency and the intermediary, or between the agency, the intermediary and the applicant.
Agency	76(3)	Power to: <ul style="list-style-type: none"> <li>(a) consult with the information giver;</li> <li>(b) consult with the other person.</li> </ul>

Agency	77(2)	In the specified circumstances, power to direct that access to the document is to be given instead to an appropriately qualified healthcare professional nominated by the applicant and approved by the agency.
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**Part 8 - Internal Review**

Entity power given to	Section of RTIA	Description
Agency	83(1)	Power to decide an internal review application.
Agency	83(2)	Power to notify the applicant of the decision in the circumstances specified.
Principal Officer	83(3)	Power to give prescribed written notice of the decision to the applicant.

**Part 9 - External Review****Division 3 – After application made**

Entity power given to	Section of RTIA	Description
Agency	93(1)(b)	Power to apply to the commissioner to allow further time to deal with the access application.

**Division 5 – Powers of information commissioner on external review**

Entity power given to	Section of RTIA	Description
Agency	99(2)	Power to give an additional statement to the commissioner and the applicant, containing further and better particulars of the reasons for the decision.

**Part 10 - Vexatious applicants**

Entity power given to	Section of RTIA	Description
Agency	114(1)	Power to apply to the information commissioner to request a declaration that a person is a vexatious applicant.

**Part 11 - References of questions of law and appeals**

Entity power given to	Section of RTIA	Description
Participant in an external review	118(1)	Power to request the commissioner refer a question of law arising on an external review to QCAT.
Participant in an external review	119(1)	Power to appeal to the appeal tribunal against the decision of the information commissioner on the external review.

**SCHEDULE 4****Part 4 - Factors favouring nondisclosure in the public interest because of public interest harming disclosure**

Entity power given to	Section of RTIA	Description
Prescribed	1(3)	Power to make an application to the information commissioner to extend the

entity		10 year period if the commissioner considers the extension in the public interest.
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**Schedule 2****Limitations to the Exercise of Power**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2017 07 01 - RTIA - Delegation Instrument - Maranoa]

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 11 June 2019

**Item Number:** 11.3

**File Number:** D19/48697

**SUBJECT HEADING:** Delegation of Council Powers to the Chief Executive Officer under the State Penalties Enforcement Act 1999

**Classification:** Open Access

**Officer's Title:** Governance Officer

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### **Executive Summary:**

Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.

This report seeks Council's approval for the delegation of Council powers under the *State Penalties Enforcement Act 1999* to the position of Chief Executive Officer.

### **Officer's Recommendation:**

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *State Penalties Enforcement Act 1999*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
SPEA	State Penalties Enforcement Act

**Context:***Why is the matter coming before Council?*

MacDonnell's Law provides monthly updates to Maranoa Regional Council as part of the Monthly Delegation Update service. Legislative changes to the *State Penalties Enforcement Act 1999* has subsequently changed local government powers.

MacDonnell's Law advised of the following changes and the Instrument of Delegation has been updated accordingly (attached).

**Division 4 - Withdrawal and re-issue of infringement notice**

28(1)	Power to withdraw an infringement notice at any time before the fine is satisfied in full.	<i>Minor wording change. Previously wrote "Power to withdraw an infringement notice at any time before the fine is paid or discharged under this Act."</i>
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**Background to the Delegation of Powers**

Council is vested with the power to make a range of decision and various actions under legislation and other statutory instruments. Council derives those powers from State law, such as the *Local Government Act 2009*, and under its local laws and planning scheme.

Section 257 of the *Local Government Act 2009* allows Council, by resolution, to delegate its powers under State and other laws, to one or more individuals or standing committees, including to the Chief Executive Officer.

The delegation of a Council's power does not involve Council parting with or surrendering those powers. Council continues to retain all powers which are the subject of delegation. A delegation involves the "sharing" of power, so that both Council and the Chief Executive Officer can exercise the same power.

Other important legal principles which apply to the delegation proposal set out in the report are:

- a) Council at all times retains the power to revoke the delegation. Accordingly Council retains ultimate control.
- b) Council, as the delegator, still has responsibility to ensure that the relevant power is properly exercised. Council will therefore continue to supervise and oversee the exercise of its powers.
- c) A delegation of power by Council may be subject to any lawful conditions which Council wishes to impose. The imposition of conditions enables Council to impose checks and balances on its delegations. However, as with any vesting power, the delegated power cannot be unduly fettered.
- d) The delegate must exercise a delegated power fairly and impartially, without being influenced by or being subject to the discretion of other individuals.
- e) A local government must not delegate a power that an Act states must be exercised by resolution.

**Background:***Has anything already happened in relation to this matter?*

(Succinct overview of the relevant facts, without interpretation)

The State Penalties Enforcement Act 1999 Instrument of Delegation was last tabled at a Council meeting on 9 December 2015 to delegate Council powers to the Chief Executive Officer.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

This report has been provided in compliance with section 257 of the *Local Government Act 2009*, which allows for the Local Government, by resolution, to delegate power under the *State Penalties Enforcement Act 1999* and any other act to the Chief Executive Officer.

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

MacDonnell's Law

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

The delegation update service is funded in the current financial years' budget.

**Future Years' Budgets:**

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

**Impact on Other Individuals or Interested Parties:**

***Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?***

(Interested Parties Analysis - IS9001:2015)

Chief Executive Officer

**Risks:**

***What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)*** (List each identified risk in a table)

Risk	Description of likelihood & consequences
If Council were to not delegate powers	The delegation of Local Government powers plays a vital part of the effective operation of Council.

**Advice to Council:**

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Delegate Council powers to the Chief Executive Officer as per the Instrument of Delegation attached.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *State Penalties Enforcement Act 1999*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 10: Organisational Management

10.4 Building Capability and Performance

10.4.1 Defining expectations and boundaries

**Supporting Documentation:**



State Penalties Enforcement Act 1999 - Instrument of Delegation

D15/14619



**Report authorised by:**

Director - Corporate, Community & Commercial Services

## **INSTRUMENT OF DELEGATION**

### **Maranoa Regional Council *State Penalties Enforcement Act 1999***

Under section 257 of the *Local Government Act 2009*, **Maranoa Regional Council** resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

## Schedule 1

**State Penalties Enforcement Act 1999 ("SPEA")****Part 3 - Infringement Notices****Division 1 - Service of infringement notices**

Entity power given to	Section of SPEA	Description
Administering Authority	15(1)	Power to approve the form of the infringement notice.

**Division 3 - Obligations and options under infringement notices**

Entity power given to	Section of SPEA	Description
Administering Authority	23(3)(b)	Power to approve of an acceptable way, other than the approved form, of making an application for payment of fine through instalments.
Administering Authority	23(5)	In certain circumstances, power to approve application.

**Division 4 - Withdrawal and re-issue of infringement notice**

Entity power given to	Section of SPEA	Description
Administering Authority	28(1)	Power to withdraw an infringement notice at any time before the fine is satisfied in full.
Administering Authority	28(2)(a)	Power to serve on the alleged offender a withdrawal notice in the approved form.

**Part 4 - Enforcement orders****Division 1 - Default commences enforcement process**

Entity power given to	Section of SPEA	Description
Administering Authority	33(1)	Power to give to SPER for registration a default certificate for the relevant infringement notice offence.
Administering Authority	33(2)(b)	Power to approve of an acceptable way, other than the approved form, for how an election may be made.

**Division 6 - Cancellation of certain enforcement orders**

Entity power given to	Section of SPEA	Description
Administering Authority	57(5) <sup>3</sup>	Power to: (a) start a proceeding against an applicant for the offence; or (b) accept payment of the fine in full as stated in the infringement notice for the offence; or (c) issue a fresh infringement notice for the offence.

<sup>3</sup> The procedure for initiating proceedings is under the *Justices Act 1886*.

**Part 9 - Miscellaneous****Division 2 - Other enforcement related provisions**

Entity power given to	Section of SPEA	Description
Administering Authority	150(2)(a)(ii)	Power to determine an acceptable way of taking payment.
Administering Authority	157(2)	Power to sign a certificate for evidentiary purposes.

**Division 3 - General**

Entity power given to	Section of SPEA	Description
Administering Authority	162	Power to approve forms for use as infringement notices.

**Schedule 2****Limitations to the Exercise of Power**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2017 05 19 - SPEA - Delegation Instrument - Maranoa]

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 11 June 2019

**Item Number:** 11.4

**File Number:** D19/48770

**SUBJECT HEADING:** Delegation of Council Powers to the Chief Executive Officer under the Land Act 1994

**Classification:** Open Access

**Officer's Title:** Governance Officer

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### **Executive Summary:**

Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.

This report seeks Council's approval for the delegation of Council powers under the *Land Act 1994* to the position of Chief Executive Officer.

### **Officer's Recommendation:**

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Land Act 1994*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
LANA	Land Act

### **Context:**

***Why is the matter coming before Council?***

MacDonnell's Law provides monthly updates to Maranoa Regional Council as part of the Monthly Delegation Update service. Legislative changes to the *Land Act 1994* has subsequently changed local government powers.

MacDonnell's Law advised of the following changes and the Instrument of Delegation has been updated accordingly (attached).

## CHAPTER 1 – PRELIMINARY

### Part 4 - Tidal and non-tidal boundaries and associated matters

13A(4)	Power to, in certain circumstances: (a) exercise a right of access for the owner, the owner's family, executive officers, employees, agents and stock over the adjacent area of the watercourse or lake that is the property of the State that adjoins the owner's land; and (b) exercise a right of grazing for the person's stock over the adjacent area; and (c) bring an action against a person who trespasses on the adjacent area.	<i>Minor update in wording, previously wrote:</i> " Power to: (a) exercise a right of access for the owner, the owner's family, executive officers, employees, agents and stock over the adjacent area of the watercourse or lake that is the property of the State that adjoins the owner's land; and (b) exercise a right of grazing for the person's stock over the adjacent area; and (c) bring an action against a person who trespasses on the adjacent area."
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### Part 4 - Dealings affecting land

#### Division 1 – Transfers

322(3)	Power to apply for approval to transfer a lease, licence or sublease.	<i>Number update, previously wrote: "322(1B)"</i>
322(8)	Power to appeal against the Minister's decision.	<i>Number update, previously wrote: "322(6)"</i>

#### Division 8 – Easements

372(2)	Power to apply for the Minister's written approval to continue a public utility easement over unallocated state land.	<i>New addition to the table of powers.</i>
372(3)	Power to apply for the Minister's written approval to continue a public utility easement over a reserve.	<i>New addition to the table of powers.</i>

#### Division 8A – Covenants

373A(1)	Power to make certain non-freehold land the subject of a covenant.	<i>New addition to the table of powers.</i>
373A(2)	Power to consent to a document creating a covenant.	<i>New addition to the table of powers.</i>

### Background to the Delegation of Powers

Council is vested with the power to make a range of decision and various actions under legislation and other statutory instruments. Council derives those powers from State law, such as the *Local Government Act 2009*, and under its local laws and planning scheme.

Section 257 of the *Local Government Act 2009* allows Council, by resolution, to delegate its powers under State and other laws, to one or more individuals or standing committees, including to the Chief Executive Officer.

The delegation of a Council's power does not involve Council parting with or surrendering those powers. Council continues to retain all powers which are the subject of delegation. A delegation involves the "sharing" of power, so that both Council and the Chief Executive Officer can exercise the same power.

Other important legal principles which apply to the delegation proposal set out in the report are:

- a) Council at all times retains the power to revoke the delegation. Accordingly Council retains ultimate control.
- b) Council, as the delegator, still has responsibility to ensure that the relevant power is properly exercised. Council will therefore continue to supervise and oversee the exercise of its powers.
- c) A delegation of power by Council may be subject to any lawful conditions which Council wishes to impose. The imposition of conditions enables Council to impose checks and balances on its delegations. However, as with any vesting power, the delegated power cannot be unduly fettered.
- d) The delegate must exercise a delegated power fairly and impartially, without being influenced by or being subject to the discretion of other individuals.
- e) A local government must not delegate a power that an Act states must be exercised by resolution.

### **Background:**

#### ***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The *Land Act 1994* Instrument of Delegation was last tabled at a Council meeting on 22 June 2016 to delegate Council powers to the Chief Executive Officer.

### **Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

#### ***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

This report has been provided in compliance with section 257 of the *Local Government Act 2009*, which allows for the Local Government, by resolution, to delegate power under the *Land Act 1994* and any other act to the Chief Executive Officer.

### **Council Policies or Asset Management Plans:**

#### ***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

#### ***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)



Nil

**Input into the Report & Recommendation:**

*Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?* (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

MacDonnell's Law

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

Nil

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

The delegation update service is funded in the current financial years' budget.

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

Chief Executive Officer

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
If Council were to not delegate powers	The delegation of Local Government powers plays a vital part of the effective operation of Council.

**Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Delegate Council powers to the Chief Executive Officer as per the Instrument of Delegation attached.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy?***

***If so, for what reason?***

That Council:

- (a) under section 257 of the Local Government Act 2009, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Land Act 1994*.
- (b) all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 10: Organisational Management

10.4 Building Capability and Performance

10.4.1 Defining expectations and boundaries

**Supporting Documentation:**

[1](#) Land Act 1994 - Instrument of Delegation

D16/47979

**Report authorised by:**

Director - Corporate, Community & Commercial Services

## **INSTRUMENT OF DELEGATION**

### **Maranoa Regional Council** ***Land Act 1994***

Under section 257 of the *Local Government Act 2009*, **Maranoa Regional Council** resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

## Schedule 1

**Land Act 1994 ("LANA")****CHAPTER 1 - PRELIMINARY****Part 4 - Tidal and non-tidal boundaries and associated matters**

Entity power given to	Section of LANA	Description
Registered owner	12(3)	Power to suitably indicate where the boundaries of land are across a surface of water.
Registered owner	12(4)	Power to regulate or prohibit the use or movement of ships in or over water above inundated land.
Owner who may take water under the <i>Water Act 2000</i> , section 96	13A(4)	Power to, in certain circumstances: <ul style="list-style-type: none"> <li>(a) exercise a right of access for the owner, the owner's family, executive officers, employees, agents and stock over the adjacent area of the watercourse or lake that is the property of the State that adjoins the owner's land; and</li> <li>(b) exercise a right of grazing for the person's stock over the adjacent area; and</li> <li>(c) bring an action against a person who trespasses on the adjacent area.</li> </ul>
Adjacent Owner	13AC(1)(a)	In certain circumstances, power to consent to the dedication of a reserve.
Applicant	13B(1)	In certain circumstances, power to apply to the Chief Executive to have watercourse land adjoining the relevant land's non-tidal boundary declared to be former watercourse land.
Applicant	13B(2)	Power to give notice of a person's intention to make the application.
Applicant	13B(6)	Power to appeal against the refusal of the application.

**CHAPTER 2 - LAND ALLOCATION****Part 1 - Allocation powers**

Entity power given to	Section of LANA	Description
Registered owner	18(1)	Power to reach agreement with the Governor in Council to grant unallocated State land in exchange for all or part of freehold land.
Lessee of a freeholding lease	18(2)	Power to reach agreement with the Governor in Council to grant a freeholding lease in exchange for all or part of a freeholding lease.
Lessee of a term lease	18(3)	Power to enter into agreement with the Minister to lease unallocated State land.

**Part 2 - Reservations**

Entity power given to	Section of LANA	Description
Person	23A(1)	Power to apply to Minister for the allocation of a floating reservation.
Person	23A(6)	Power to appeal against a Minister's decision.
Registered	24(3)	Power to apply to the Minister to buy the land.

owner or lessee		
Registered owner or lessee	25(2)	Power to appeal against the unimproved value of land.
Registered owner or Trustee	26(2)	In certain circumstances, power to agree with the Minister in respect to the specified matters when the Minister is deciding the boundaries of land being resumed.
Lessee, registered owner or trustee	26(4)	Power to appeal against the Minister's decision on the boundaries.
Lessee or registered owner	26B(8)	Power to appeal against the value decided by the Minister for the commercial timber.

### CHAPTER 3 - RESERVES, DEEDS OF GRANT IN TRUST AND ROADS

#### Part 1 - Reserves and deeds of grant in trust

##### Division 2 - Reserves

Entity power given to	Section of LANA	Description
Any person	31C(1)	Power to apply to the Minister for the dedication of a reserve.
Any person	31C(2)	Power to give notice of the person's intention to make the application to: <ul style="list-style-type: none"> <li>(a) if the person is not the proposed trustee of the reserve - the proposed trustee; and</li> <li>(b) each person with a registered interest in the unallocated State land over which a reserve is proposed to be dedicated.</li> </ul>
Any person	31C(3)	Power to give notice to any other person that the person considers has an interest in the unallocated State land over which the reserve is proposed to be dedicated.
Trustee of a reserve	31D(1)	Power to apply to the Minister: <ul style="list-style-type: none"> <li>(a) to change the boundaries of the reserve; or</li> <li>(b) to change the purpose for which the reserve is dedicated.</li> </ul>
Trustee of a reserve	31D(2)	Power to give notice of the trustee's intention to make the application to each person with a registered interest in the reserve.
Trustee of a reserve	31D(3)	Power to give notice to any other person the trustee considers: <ul style="list-style-type: none"> <li>(a) has an interest in the reserve; or</li> <li>(b) would have an interest in the reserve if the boundaries of the reserve or the purpose for which the reserve is dedicated were changed.</li> </ul>
Any person	34(1)	Power to apply for the revocation of the dedication of all or part of a reserve.
Any person	34(2)	Power to give notice of the person's intention to make the application to: <ul style="list-style-type: none"> <li>(a) if the person is not the trustee of the reserve - the trustee of the reserve; and</li> <li>(b) each person with a registered interest in the reserve.</li> </ul>
Any person	34(3)	Power to give notice to any other person that the person considers has an interest in the reserve.
Local government	34H(1)	Power to apply to the Minister to remove improvements from a revoked reserve.

Trustee of an operational reserve	34I(1)	In certain circumstances, power to apply for the issue of a deed of grant over a reserve.
Trustee of an operational reserve	34I(3)	Power to give notice of the trustee's intention to make the application to each person with a registered interest in the reserve.
Trustee of an operational reserve	34I(4)	Power to give notice to any other person the trustee considers has an interest in the reserve.

**Division 3 - Deeds of grant in trust**

Entity power given to	Section of LANA	Description
Trustee of deed of grant in trust	38A(1)	Power to apply: (a) for an additional community purpose to be notified; or (b) to amalgamate land with common purposes.
Any person	38A(2)	Power to apply for the cancellation of a deed of grant in trust.
Applicant	38A(3)	Power to give notice of the applicant's intention to apply to each of the following: (a) the trustee of the deed of grant in trust, other than the applicant (b) each person with a registered interest in the trust land.
Applicant	38A(4)	Power to give notice to any other person the applicant considers has an interest in the trust land.
Owner of improvements on a deed of grant in trust that has been cancelled	38G(1)	Power to apply to the Minister to remove the owner's improvements on a deed of grant in trust.

**Division 5 - Appointments, functions and removal of trustees**

Entity power given to	Section of LANA	Description
Proposed trustee	44(4)	Power to provide written acceptance of appointment as trustee.
Trustee	48(1)(a)	Power to apply for the approval of a management plan for the trust land.
Trustee	49	In certain circumstances, power to: (a) allow the auditor general, a person mentioned in section 47(1)(a) to (d), or a person authorised by the Chief Executive of a Department, to audit the trust's financial accounts; and (b) help the conduct of the audit, including a disclosure of the financial institution accounts necessary for the audit.

**Division 6 - Powers of trustee**

Entity power given to	Section of LANA	Description
Trustee	52(1)	Power to take all action necessary for the maintenance and management of the trust land.
Trustee of trust land	52(5)	Power to apply for the approval of an action that is inconsistent with the purpose for which the reserve was dedicated or the land was granted in trust

		<b>(inconsistent action).</b>
Trustee	55(1)	Power to surrender all or part of a deed of grant in trust: (a) on terms agreed to between the Minister and the trustee; and (b) with the Minister's written approval.
Trustee of a deed of grant in trust	55A(1)	Power to apply to surrender all or part of a deed of grant in trust.
Trustee of a deed of grant in trust	55A(2)	Power to give notice of the trustee's intention to apply to each person with a registered interest in the deed of grant in trust.
Trustee of a deed of grant in trust	55A(3)	Power to give notice to any other person the trustee considers has an interest in the deed of grant in trust.
Owner of improvements on a deed of grant in trust that has been surrendered	55H(1)	Power to apply to remove the owner's improvements on a surrendered deed of grant in trust.

#### Division 7- Trustee leases and trustee permits

Entity power given to	Section of LANA	Description
Trustee	66(1)	In certain circumstances, power to allow a trustee lessee or trustee permittee to remove the trustee lessee's or trustee permittee's improvements on the land within a reasonable time stated by the trustee.

#### Division 10 - Cemeteries

Entity power given to	Section of LANA	Description
Local government	82	Power to: (a) agree to have the trusteeship of a cemetery transferred; and (b) agree to conditions of the transfer of trusteeship.

#### Division 11 - Other grants for public purposes

Entity power given to	Section of LANA	Description
Trustee of land granted for an estate in fee simple for some community, public or similar purpose	84(1)	In certain circumstances, power to apply to the Minister to surrender land to the State and for the issue of a deed in grant in trust under the <i>Land Act 1994</i> for a community or public purpose.

**Part 2 - Roads****Division 1 – Dedicating and opening roads**

Entity power given to	Section of LANA	Description
Person	94(2)	Power to apply for the dedication of a road for public use.

**Division 2 - Closing roads**

Entity power given to	Section of LANA	Description
Public utility provider or adjoining owner for the road	99(1)	Power to apply for the permanent closure of a road.
Adjoining owner for the road or, in certain circumstances, another person	99(3)	In certain circumstances, power to apply to the Minister for the temporary closure of a road.
Adjoining owner	99(4)	Power to ask for the road, on its closure, to be amalgamated with the adjoining owner's adjoining land.
Adjoining owner for the road	99(6)	In certain circumstances, power to ask in the application that, on the closure of the road, the road, the adjoining land and the other land be amalgamated.

**Division 4 - Permanently closed roads**

Entity power given to	Section of LANA	Description
Registered owner	109A(1)	In certain circumstances, power to apply for the simultaneous opening and closure of roads.
Registered owner	109A(3)	Power to appeal against any conditions the Minister imposes under section 420L.
Trustee or Lessee	109B(1)	In certain circumstances, power to apply for the simultaneous opening and closure of roads.
Trustee	109B(4)	Power to appeal against any conditions the Minister imposes under section 420L.

**CHAPTER 4 - LAND HOLDINGS****Part 1 - Making land available**

Entity power given to	Section of LANA	Description
Any person	120A(1)	Power to apply for an interest in land without competition.
Proposed lessee	136(5)	Power to enter into a land management agreement.
Buyer or previous	140(1)	Power to negotiate the provisional value (negotiated value).



lessee		
Buyer or previous lessee	140(2)	Power to give written agreement to the negotiated value becoming the amount to be paid for the improvements.
Buyer or previous lessee	140(4)	Power to make application to the Court to decide the value.

**Part 3 - Leases**

Entity power given to	Section of LANA	Description
Lessee	154(1)	Power to apply to the Minister for a lease to be used for additional or fewer purposes.
Lessee	155A(2)	Power to apply to extend a lease.
Lessee	155B(2)	Power to apply to extend a lease.
Lessee	155BA(2)	Power to apply to extend a lease.
Lessee	155DA(4)	Power to make written submissions to the Minister.
Lessee of term lease	158(1)	Power to apply for an offer of a new lease unless the condition of the lease or the <i>Land Act 1994</i> prohibits a renewal.
Applicant	160(3)	Power to appeal against the Chief Executive's decision to refuse the renewal application if the only reason for the refusal was that the applicant had not fulfilled the conditions of the lease.
Lessee	164C(1)	Power to make an extension application.
Lessee	164C(7)	Power to appeal against the Minister's decision.
Lessee	164H(1)(b)	Power to advise the Chief Executive and agree to the lease becoming a rolling term lease.
Lessee	166(1)	Power to make a conversion application.
Applicant	168(5)	Power to appeal against the Chief Executive's decision to refuse the conversion application if the only reason for the refusal is that the applicant had not fulfilled the conditions of the lease.
Lessee	169(a)	Power to enter into a conservation agreement.
Lessee	169(b)(i)	Power to enter into a forest consent agreement in relation to the land.
Lessee	176(1)	Power to apply for approval to subdivide a lease.
Applicant	176E	In certain circumstances, power to appeal against a decision.
Lessee of two or more leases	176K(1)	In certain circumstances, power to apply for approval to amalgamate existing leases.
Applicant	176Q	In certain circumstances, power to appeal against a decision that is given to an Applicant.
Lessee	176UA(2)	Power to enter into a land management agreement.
Lessee	176XA	Power to agree with the Minister to cancel the land management agreement registered on a lease.

**Part 4 - Permits to occupy particular land**

Entity power given to	Section of LANA	Description
Any person	177A(1)	Power to apply for a permit to occupy unallocated State land, a reserve or

		road.
Any person	177A(2)	Power to give notice of the person's intention to apply to the following and to any other entity with a registered interest in the proposed permit land: (a) for a permit for a reserve – the trustee of the reserve; or (b) for a permit for a State-controlled road – the Chief Executive of the department in which the <i>Transport Infrastructure Act 1994</i> is administered.
Registered owner	179(2)	In certain circumstances, power to agree with an applicant for a permit on conditions about the maintenance of a boundary fence.
Permittee	180(2)	Power to surrender a permit: (a) on terms agreed between the Chief Executive Officer and the permittee; and (b) with the Chief Executive's written approval.
Relevant entity for a permit	180A(1)	Power to apply to cancel a permit.
Relevant entity for a permit	180A(2)	Power to give notice of the entity's intention to apply to: (a) the permittee; and (b) any other entity with a registered interest in the permit land.
Relevant entity for a permit	180A(4)	Power to give notice to any other entity the relevant entity considers has an interest in the permit land.
Permittee	180A(5)	Power to apply to surrender a permit.
Permittee	180H(1)	Power to apply to the Chief Executive to remove improvements on permit land.

## CHAPTER 5 - MATTERS AFFECTING LAND HOLDINGS

### Part 2 - Conditions

#### Division 3 - Changing and reviewing imposed conditions

Entity power given to	Section of LANA	Description
Lessee, licensee or permittee	210(1)	Power to agree to a change of an imposed condition of the lease, licence or permit.
Lessee, licensee or permittee	210(2)	Power to apply to change conditions of a lease, licence or permit under section 210(1).
Lessee	212(1)	Power to agree to change an imposed condition about the protection and sustainability of lease land.
Lessee	212(3)	In certain circumstances, power to appeal against a decision.

#### Division 3A – Regulated conditions

Entity power given to	Section of LANA	Description
Lessee of a lease	212B(5)	Power to agree with the designated officer for the lease about matters stated in section 212B(5)(a) and (b).

**Division 5 – Remedial action**

Entity power given to	Section of LANA	Description
Lessee	214(3)	Power to enter into an amended or a new land management agreement upon receipt of a remedial action notice.
Lessee or Licensee	214A(4)	Power to make written submissions to the Minister in response to a warning notice.
Lessee	214F(3)	Power to appeal against a decision.

**Part 3 - Resumption and compensation****Division 2 – Resumption of a lease under a condition of the lease**

Entity power given to	Section of LANA	Description
Lessee	226(5)	Power to appeal against the Minister's decision.

**Division 3 – Resumption of a reservation for a public purpose**

Entity power given to	Section of LANA	Description
Owner of the improvement	232(5)	Power to appeal against the Minister's decision.

**Part 4 - Forfeiture****Division 2A – Forfeiture of leases by referral to court or for fraud**

Entity power given to	Section of LANA	Description
Relevant local government	239(4)	Power to appeal against a decision under subsection (2)(b)(iv) to allow an entity other than the relevant local government to sell the lease.

**Division 3A - Sale of lease instead of forfeiture**

Entity power given to	Section of LANA	Description
Lessee	240E(1)	Power to make a written application for permission to sell the lease.
Relevant local government	240G(1)	Power to apply to the Minister for approval to sell a lease.
Local government	240I(3)	Power to start the process of selling a lease under this subdivision within the required period stated in the notice under section 240H(2).
Local government	240I(4)	Power to set a reserve price for the sale of the lease by auction, or a price for the sale of the lease under an agreement, that is at least the total of all charges owing to the State under the Land Act 1994 relating to the lease.
Lessee of a forfeited lease	243(1A)	Power to apply to remove the lessee's improvements on the lease.

**CHAPTER 6 - REGISTRATION AND DEALINGS****Part 3 - Documents****Division 2 – Documents forming part of standard terms documents**

Entity power given to	Section of LANA	Description
Person	321(1)	Power to ask the Chief Executive to withdraw a registered standard terms document.

**Part 4 - Dealings affecting land****Division 1 – Transfers**

Entity power given to	Section of LANA	Description
Lessee, licensee or the holder of a sublease	322(3)	Power to apply for approval to transfer a lease, licence or sublease.
Transferor	322(8)	Power to appeal against the Minister's decision.

**Division 2 - Surrender**

Entity power given to	Section of LANA	Description
Registered owner	327	Power to agree to terms of the absolute surrender of freehold land.
Lessee	327A	Power to agree to terms of the absolute or conditional surrender of all or part of a lease.
Registered owner of freehold land	327B	Power to apply to surrender freehold land.
Lessee	327C(1)	Power to apply to surrender all or part of a lease.
Lessee	327C(2)	Power to give notice of the lessee's intention to apply to any other person with a registered interest in the lease.
Lessee	327C(3)	Power to give notice to any other person the lessee considers has an interest in the lease.
Owner of improvements on a lease that has been surrendered	327I(1)	Power to apply to remove improvements on surrendered lease.
Any grantee of an easement or profit a prendre	330(c)	Power to give written approval to the surrender where the grantee's interests will be adversely affected.

**Division 3 - Subleases**

Entity power given to	Section of LANA	Description
Person	332(1)(a)(i)	The power to seek the Minister's written approval to the sublease.

Sublessor	332(8)	Power to appeal against a Minister's decision.
Sublessor	339(1)	Power to lodge a request for the Chief Executive to register the re-entry.

**Division 3A - Mediation for disputes about terms of particular subleases**

Entity power given to	Section of LANA	Description
Party to a sublease	339B(1)	Power to ask the Chief Executive to refer a dispute to mediation.
Party to a sublease	339B(3)(a)(i)	Power to agree on a person to conduct the mediation.
Party to a sublease	339B(3)(b)	Power to decide the way in which the mediation is to be conducted.
Party to a sublease	339B(3)(c)	Power to participate in mediation on behalf of the local government.

**Division 7 - Correcting and changing deeds of grant and leases**

Entity power given to	Section of LANA	Description
Registered owner or Trustee	358(1)	In certain circumstances, power to surrender land contained in a deed of grant or trustee's deed of grant in trust.
Registered owner or Trustee	358(2)	In certain circumstances, power to surrender land contained in a deed of grant or trustee's deed of grant in trust with the Minister's written approval.
Lessee or a person acting for the lessee	360C(1)	In certain circumstances, power to apply to amend the description in a freeholding lease if the description of the lease may be amended under section 360(1)(a) or (d).
Lessee or a person acting for the lessee	360C(2)	Power to apply to amend the description in a term lease, other than a State lease, or a perpetual lease if the description of the lease may be amended under section 360A(2)(a), (b) or (c).
Lessee or a person acting for the lessee	360C(3)	Power to apply to amend the description in a State lease if the description of the lease may be amended under section 360B(1)(a), (b), (c) or (d).
Applicant	360D(2)	Power to give notice of the applicant's intention to apply to any other person with a registered interest in the lease land.
Applicant	360D(3)	Power to give notice to any other person the applicant considers has an interest in the lease.

**Division 8 - Easements**

Entity power given to	Section of LANA	Description
Trustee	368(2)(a)	In certain circumstances, power to ask the Chief Executive to extinguish an easement.
Owner of land or public utility provider	371(2)	In certain circumstances, power to sign a document of surrender
Person who has a registered interest in the	371(3)	Power to agree to surrender an easement.

land		
Person	372(2)	Power to apply for the Minister's written approval to continue a public utility easement over unallocated state land.
Person	372(3)	Power to apply for the Minister's written approval to continue a public utility easement over a reserve.

**Division 8A - Covenants**

Entity power given to	Section of LANA	Description
Local government as covenantee	373A(1)	Power to make certain non-freehold land the subject of a covenant.
The trustee of trust land, the lessee of lease land or the sublessee of subleased land.	373A(2)	Power to consent to a document creating a covenant.
Person	373B(1)(a)	Power to sign a document creating a covenant.
Person	373C(2)(a)	Power to sign a document amending the covenant.
Covenantee	373D(2)	Power to sign a document releasing the covenant.

**Division 8B – Profits a prendre**

Entity power given to	Section of LANA	Description
Lessee	373L(a)	Power to ask the Chief Executive to extinguish the profit a prendre.

**Division 11A – Caveats**

Entity power given to	Section of LANA	Description
Caveatee	389H(1)	Power to apply to the Supreme Court for an order that a caveat lodged under this division be removed.

**CHAPTER 7 - GENERAL****Part 2 - Unlawful occupation of non-freehold and trust land****Division 3 – Action by lessee, licensee, permittee or trustee**

Entity power given to	Section of LANA	Description
Trustee, lessee, licensee, or permittee	415(1)	In certain circumstances, power to start a proceeding in the Magistrates Court.

**Division 4 – Court matters**

Entity power given to	Section of LANA	Description
Party	420	Power to appeal to the District Court on a question of law if dissatisfied with a trespass order.

**Part 2A - General provisions for applications**

Entity power given to	Section of LANA	Description
Entity	420CB(1)	Power to make a submission against the proposed application to: (a) the person who gave the entity the notice; or (b) the Chief Executive.

**Part 3 - Review of decisions and appeals****Division 2 – Internal review of decisions**

Entity power given to	Section of LANA	Description
Person who has a right of appeal against an original decision	423	Power to apply to the Minister for a review of the decision.
Applicant	425(1)	Power to apply for a stay of the decision to the Court.

**Division 3 – Appeals**

Entity power given to	Section of LANA	Description
A person who has applied for the review of a decision under division 2	427	Power to appeal to the Court if dissatisfied with the review decision.

**Part 3B - Making land available for public use as beach**

Entity power given to	Section of LANA	Description
Local government	431V(3)	Power to consult with the owner of the lot.
Manager	431W(6)(a)	Power to authorise an officer or employee of the manager of a declared beach area, to enter the area at any time without notice to any other person.
Manager	431X(1)(b)(ii)	Power to authorise or direct a person acting in the performance of functions or powers.

**Part 4 - Miscellaneous**

Entity power given to	Section of LANA	Description
Offeree	442(4)	In certain circumstances, power to apply to the person who made the offer to

		extend the time stated in the offer or that otherwise applies under subsection (1).
Offeror	442(9)	Power to amend the offer by changing the price or premium to a price or premium decided by the offeror in the way prescribed by regulation.

## CHAPTER 8 - CONTINUED RIGHTS AND TENURES

### Part 5 - Licences and permits

#### Division 1 - Occupation licences

Entity power given to	Section of LANA	Description
Licensee	481A	Power to surrender, absolutely, all or part of an occupation licence: (a) on terms agreed to between the Minister and the licensee; (b) and with the Minister's written approval.
Public utility provider (an <i>applicant</i> )	481B(1)	Power to apply to cancel all or part of an occupation licence.
Licensee (an <i>applicant</i> )	481B(3)	Power to apply to surrender, absolutely, all or part of an occupation licence.
Applicant	481B(4)	Power to give notice of the applicant's intention to apply to each of the following: (a) if the applicant is not the licensee of the occupation licence – the licensee; (b) any other person with a registered interest in the occupation licence; (c) if the occupation licence is a designated occupation licence – the Chief Executive of the department having responsibility for the administration of the forest reserve, national park, State forest or timber reserve the subject of the designated occupation licence.
Applicant	481B(5)	Power to give notice to any other person the applicant considers has an interest in the occupation licence.
Licensee of occupation licence	481J(1)	Power to apply to remove licensee's improvements on a licence.

### Part 7 - Tenures under other Acts

#### Division 1 - Sale to Local Authorities Land Act 1882

Entity power given to	Section of LANA	Description
Local government	492(1)	In certain circumstances, power to apply to exchange a conditional deed for a reserve or deed of grant in trust with Council as trustee or a lease issued under the <i>Land Act 1994</i> .

## CHAPTER 9 - TRANSITIONAL AND REPEAL PROVISIONS

### Part 1K - Transitional provisions for Land, Water and Other Legislation Amendment Act 2013

Entity power given to	Section of LANA	Description
Lessee	521ZE(2)	Power to apply in writing to the Minister for the cancellation of the land



		management agreement for the lease.
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**Part 1M - Transitional provisions for Land and Other Legislation Amendment Act 2014**

<b>Entity power given to</b>	<b>Section of LANA</b>	<b>Description</b>
Lessee of a lease	521ZL(2)	Power to agree to the renewal application being treated as an extension application and advise the Chief Executive of same.
Lessee of a lease	521ZM(2)	Power to advise the Chief Executive that the lessee wishes the lease to become a rolling term lease.

## Schedule 2

**Limitations to the Exercise of Power**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2017 07 03 - LANA - Delegation Instrument - Maranoa]

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 13 June 2019

**Item Number:** 11.5

**File Number:** D19/49771

**SUBJECT HEADING:** Amendment to Community Safety Fees & Charges 2019/20

**Classification:** Open Access

**Officer's Title:** Manager - Community Services

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### **Executive Summary:**

Two changes to Community Safety Fees & Charges 2019/20 have been requested.

- Cat registration to be reflected as free or nil charge to align with Resolution GM/06.2019/05 commencing the Local Law making process to introduce mandatory cat registration, offering free cat registration for the 2019/20 financial year.
- Modification of the description associated with the impoundment release fee for registered dogs and cats to the 1<sup>st</sup> offence in a 12 month period in lieu of 1<sup>st</sup> offence in a registration period.

### **Officer's Recommendation:**

To update the Community Safety Fees & Charges to reflect free or nil charge for cat registration for the 2019/20 financial year.

Update the description for Impoundment Release Fee for a Registered Dog or Cat – 1<sup>st</sup> offence in registration period to 1<sup>st</sup> offence in a 12 month period.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Not applicable

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Not required

### **Context:**

***Why is the matter coming before Council?***

Modification is required to the approved fees and charges for 2019/20 financial year.

### **Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council resolved (GM/06.2019/05) to offer free cat registration to Maranoa residents for the financial year 2019/20 as a method of encouraging registration, in turn increasing the number of registered cats within the region. The second part of this resolution was to commence the local law making process for introducing cat registration as a mandatory requirement. The fees and charges for Community Safety including registration were endorsed 27 March 2019 (GM/03.2019/80). The fee amounts are as follows:

Cat Registration	Fee
Entire Cat	25
Desexed Cat	10
Pensioner Entire Cat	15
Pensioner Desexed Cat	5

These fees will need to be amended to \$0 for the term of the financial year 2019/20.

The second change involves a slight modification to the timeframes quoted within the fees and charges relating to impoundment release for a registered animal on first impoundment.

The current description is reflected in the extract below:

Registered Dog or Cat – 1st Offence in  
Registration Period (micro chipped) –  
Released on 1st day of Impound

Registered Dog or Cat – 1st Offence in  
registration period (not micro chipped) –  
Released on 1st day of Impound

Registered Dog or Cat – 1st Offence in  
registration period (micro chipped) –  
Released after 1st day of impound

It is recommended to amend this to the 1<sup>st</sup> Offence in a 12 month period in lieu of registration period. This will align with the descriptions used for 2<sup>nd</sup> and 3<sup>rd</sup> impoundments.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

*Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?* (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Director Corporate, Community & Commercial Services – Sharon Frank  
Manager Community Services – Samantha Thrupp

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

Nil

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

Not applicable

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Not applicable

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?*  
(Interested Parties Analysis - IS9001:2015)

Not applicable

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Not applicable

**Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

To proceed with the recommendation to modify the fees and charges as indicated.

**Recommendation:**

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

To proceed with the recommendation to modify the fees and charges as indicated.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 3: Helping to keep our communities safe

3.1 Help to keep residents safe from other people's animals and property

3.1.2 Ensure compliance with the State Government's Animal Management (Cats & Dogs) Act 2008 and Regulation 2008, Council's Local Laws and Subordinate Local Laws with a particular focus on: - Animal control - Abandoned vehicles - Unsightly and overgrown allotments.

**Supporting Documentation:**

Nil

**Report authorised by:**

Director - Corporate, Community & Commercial Services

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 13 June 2019

**Item Number:** 11.6

**File Number:** D19/49790

**SUBJECT HEADING:** Department of Human Services - Surat Agency Agreement - 2019/20

**Classification:** Open Access

**Officer's Title:** (Acting) Regional Libraries, Arts & Culture Development Coordinator

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### **Executive Summary:**

The Department of Human Services has invited the Maranoa Regional Council to continue to provide Agent Services (Centrelink) in Surat for the period commencing 1 July 2019 and ending on 30 June 2020. The report needs to be returned to the Department by 30 June 2019 through electronic upload via the Agent Portal.

### **Officer's Recommendation:**

That Council:

1. Endorse a continuation of the provision of services in Surat as an agent for the Department of Human Services; and
2. Authorise the Chief Executive Officer to sign the agreement, if the final terms are acceptable.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

N/A

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
DHS	Department of Human Services (Centrelink)
QGAP	Queensland Government Agency Program

### **Context:**

***Why is the matter coming before Council?***

The Department of Human Services has invited the Maranoa Regional Council to continue to provide Agent Services (Centrelink) in Surat for the period commencing 1 July 2019 and ending on 30 June 2020.

The Surat Cobb & Co Changing Station operates as a multi-function complex with the core business of providing library and cultural services. The Surat Library also offers additional services for QGAP (Queensland Government Agency Program) and the Department of Human Services, previously referred to as Centrelink Services.

The Department of Human Services has invited the Maranoa Regional Council to continue to provide agent and access point services to the Surat community for the period commencing 1 July 2019 and ending on 30 June 2020. The services comprise the provision of face to face information services and self service facilities to access the Department's services and information.

The Maranoa Regional Council Library Services staff receives specific training from the Department of Human Services to deliver the suite of services available to the Surat Community. The Department also supplies the marketing collateral and hardware to be able to deliver these services effectively.

The Department of Human Services request the return of the agreement by 30 June 2019 through electronic upload via the Agent Portal.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

N/A

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

N/A

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Fiona Vincent, Regional Sport & Recreation Development Coordinator, Economic & Community Development

David Horrigan, Agent Coordinator & Rural Services Support, Service Zone South Queensland, Department of Human Services



Surat Library Staff

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

N/A

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

As outlined in the Schedule of Payments included in the Letter of Offer, the Maranoa Regional Council receives a monthly agency payment of \$1,160.83 inc GST. The total amount received equates to \$13,929.90 inc GST for the 2019-2020 financial year.

This total contract amount is a slight decrease from \$14,141.58 received in the 2018-2019 financial year.

The Library staff at the Surat Cobb & Co Changing Station provides QGAP and Department of Human Services as a value added service to their existing duties and presents no additional financial implications to the Maranoa Regional Council.

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)??* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

N/A

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

N/A

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
N/A	N/A

**Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council endorse the continuation for the provision of services in Surat as an agent for the Department of Human Services and authorise the CEO to sign the agreement.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

N/A

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.13 Provide library services and programs that connect people and support lifelong learning and enjoyment

4.13.5 Where practical, integrate provision of a range of services and infrastructure that library customers can access (e.g. improved access to Jackson library).

**Supporting Documentation:**

- |    |  |           |
|----|--|-----------|
| 1↓ | Department of Human Services (Centrelink)<br>Contract_Surat_South_Queensland_2019-2020     | D19/49817 |
| 2↓ | Department of Human Services (Centrelink)<br>Contract_Surat_Terms and Conditions_2019-2020 | D19/49814 |

**Report authorised by:**

Manager - Economic & Community Development

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services



Australian Government  
Department of Human Services

Ref: ER16/11194  
7 May 2019

Maranoa Regional Council  
PO Box 42  
MITCHELL QLD 4465

### National Agents & Access Points Program 2019-2020 Invitation Pack

Dear Sir / Madam

We, the Department of Human Services (**the Department**), are committed to improving access to, and the quality of, services to Customers in rural, regional and remote Australia. If we cannot provide Services directly, we act through Agents and Access Points.

We are pleased to invite you, Maranoa Regional Council, to provide the Services listed in the table. The Service period is from 1 July 2019 to 30 June 2020 that is, for a [1 year] term. [The department has 4, 1 year options to renew.] Our invitation to you is subject to us being satisfied with your completed documents and our checks.

The Invitation Pack consists of this Invitation Letter and:

- Schedule 1 – Offer Signing Page
- Schedule 2 – Details Schedule
- Schedule 3 – Payment Schedule
- Schedule 4 – Next Steps Checklist
- Schedule 5 – Terms & Conditions (to be sent separately)

Schedules 2 and 3 set out the Details Schedule and Payment Schedule to this Invitation Pack. This includes details about the Services we would like you to provide, and where, and what we propose to pay. Please check it carefully.

If you would like to provide these Services, please do the things listed in the Next Steps Checklist (Schedule 4). This includes:

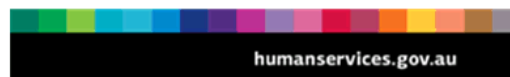
- reading all the documents
- completing the information needed in the Details Schedule (Schedule 2)
- signing the Offer Signing Page (Schedule 1).

We must receive your completed documents by 30 June 2019. Otherwise, we can decide not to proceed, or to proceed on different terms.

When we receive your documents, we will check them and check any other matters we think are relevant.

If these checks are satisfactory and we want you to provide the Services, we will send you an Acceptance Letter. When we send that letter, then we have a legal Contract with you.

You can find more information about the Program at [www.humanservices.gov.au](http://www.humanservices.gov.au).





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For the meaning of a word, phrase or abbreviation, please read Part D (Meaning of Words) in the Terms and Conditions.

Please use the Zone Contact in the Details Schedule to contact us if you have any questions about the Contract or the Program.

You may also want to talk to a lawyer if you need advice about the legal arrangements.

Yours sincerely

National Agents & Access Points Team  
On behalf of the Commonwealth of Australia  
as represented by the Department of Human Services  
Level 2, Naylor House  
191 Pulteney Street  
Adelaide SA 5000  
[naapt@humanservices.gov.au](mailto:naapt@humanservices.gov.au)





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## NAAP PROGRAM INFORMATION PACK

### SCHEDULE 1 - OFFER SIGNING PAGE

**Please sign in the place appropriate for you and your organisation.**

By signing this Offer, you agree:

- that if we send you an Acceptance Letter, we will have a legally binding contract
- to provide the Services listed in the Details Schedule and T&Cs in the way we expect
- to comply with any Special Conditions
- that each of your first-time Host Contacts will promptly complete the Declaration of Confidentiality and return it to us before delivering Services
- for Agent Hosts, that each of your first-time Specified Personnel will promptly complete the Declaration of Confidentiality and the Pre-Engagement Pack documents and return them to us before delivering Services
- for Access Point Hosts, that each of your first-time Specified Personnel will promptly complete the Declaration of Confidentiality and return it to us before delivering Services
- you will have at least one Specified Personnel at the Site during Contract Hours.

By signing this Offer, you confirm that:

- you are authorised to sign this Offer on behalf of the Host
- the information in the Details Schedule is correct
- you have read this Information Pack including the T&Cs
- you have valid workers compensation insurance and public liability insurance certificates as required by the T&Cs.

A IF YOU ARE SIGNING FOR A GOVERNMENT BODY, OR AN ASSOCIATION OR ORGANISATION	
Executed by Maranoa Regional Council ABN: 99 324 089 164 by its duly authorised representative:	
_____ (Please Print Name)	_____ (Signature/Date)
_____ Title/Authorised Position	
In the presence of:	
_____ Witness (Print Name)	_____ (Signature/Date)
_____ Address	





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B IF YOU ARE AN INDIVIDUAL (NATURAL PERSON) OR SOLE TRADER	
Executed by Maranoa Regional Council ABN: 99 324 089 164:	
_____ (Please Print Name)	_____ (Signature/Date)
In the presence of:	
_____ Witness (Print Name)	_____ (Signature/Date)
_____ Address	

C IF YOU ARE SIGNING FOR A COMPANY (WITH MORE THAN 1 DIRECTOR)	
Executed by Maranoa Regional Council ABN: 99 324 089 164 in accordance with section 127 (1) of the Corporations Act 2001 (Cth):	
_____ (Please Print Name)	_____ (Signature/Date)
_____ Position: Director or Authorised Officer	
_____ (Please Print Name)	_____ (Signature/Date)
_____ Position: Director or Authorised Officer	





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D IF YOU ARE SIGNING FOR A COMPANY, AND ARE THE SOLE DIRECTOR AND SOLE COMPANY SECRETARY	
Executed by Maranoa Regional Council ABN: 99 324 089 164 in accordance with section 127 (1) of the Corporations Act 2001 (Cth):	
_____ (Please Print Name)	_____ (Signature/Date)
_____ Position: Sole Director and Company Secretary	
In the presence of:	
_____ Witness (Print Name)	_____ (Signature/Date)
_____ Address	





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## NAAP PROGRAM INFORMATION PACK SCHEDULE 2 - DETAILS SCHEDULE

### 1 SERVICES

#### 1.1 Agent Services

If we appoint you as an Agent Host, you will play an important community role. You will help us deliver services and programs to our Customers. For example:

- providing access to a telephone, an internet-enabled computer, fax machine and printer/ photocopier for government business
- providing face-to-face help and on-site support
- providing information about our products, forms and services
- assisting customers to lodge claim forms and documents
- confirming identity documents
- responding to Customer enquiries and providing assistance, guidance and referrals.

#### 1.2 Access Point Services

If we appoint you as an Access Point Host, you will also play an important community role. The Services you will provide include:

- providing access to a telephone, an internet-enabled computer, fax machine and printer/ photocopier for government business
- confirming identity documents.

#### 1.3 Comparing Agent and Access Point Services

Services Available	With an Agent	At an Access Point
Face-to-face help	✓	Not available
Get help to set up and access digital services	✓	Not available
Ask questions and get a referral	✓	Not available
Access to a telephone, an internet-enabled computer and printer and photocopier	✓	✓
Get brochures and fact sheets	✓	✓
Call us using the phone provided	✓	✓
Use the phone claiming service	✓	✓
Get reply paid Medicare envelopes	✓	✓
Scan and upload claim forms and documents	✓	✓
Copy and certify identity documents	✓	✓

#### 1.4 Complying with our Terms & Conditions

If we appoint you, you must provide the Services in accordance with our Terms and Conditions (see schedule 5). If you are an Agent Host you must comply with the Agent provisions. If you are an Access Point Host, you must comply with the Access Point provisions. We may also ask you to perform other or different Services. We must be reasonable. If you agree we will give you the information you need.







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### 1.5 Services at more than one Site

If you provide Services at more than one Site, this Contract applies to each Site separately. There may be different conditions between Sites. For example, for one Site you may be an Agent Host. For another Site, you may be an Access Point Host. The Details and Payments Schedules specify which Services you are providing at which Site.

## 2 PAYMENT

### 2.1 General – applies to Agent Hosts and Access Point Hosts

- You will be paid according to the Payments Schedule / Tax Invoice (in schedule 3).
- The Contract Price is the GST inclusive amount.
- If you are not registered for GST, the Contract Price will be the amount specified in the Contract. That is, we will **not** pay you the GST.
- Payment and repayment can be for part weeks.

### 2.2 Agent Host specific

- The Contract Price is calculated for the Contract Hours, on the Business Days, in the Contract Weeks. This is specified in the Details and Payment Schedules. If you Notify us that this could change, and we agree to the change, we will send you a contract variation.
- Payment for the Contract starts from when the Services begin. We will adjust the first or last payments if needed.
- Payment includes a rent component.

### 2.3 Access Point Host specific

- You will be paid to have our Equipment operating at the Access Point. You will be paid the amount specified in the Payment Schedule.
- The Contract Price will be paid annually in advance. If something happens and you cannot provide the Services, we may send you an Adjustment Note and ask for repayment for that period.





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### 3 DETAILS TO COMPLETE

Please check **all** details are correct and **all** blank fields are completed. If changes are needed please:

- (a) cross out incorrect information
- (b) clearly write the correction
- (c) **initial** the correction.

Note: We can accept or reject any changes.

Service	Site	Zone
Agent	Surat	South Queensland

Item	Host Details	
1	Name of Host	Maranoa Regional Council
2	Email Address	suratlibrary@maranoa.qld.gov.au
3	ABN	99 324 089 164
4	GST Status	Registered
5	Address	PO Box 42 MITCHELL QLD 4465
Contract Details		
6	Start Date	1 July 2019
7	End Date	30 June 2020
8	Weekly Hours	5
9	Term	1 year
10	Options	We (the department) have 4 x 1 year options to renew
11	Review Period	We will conduct a review every 6 months
Host and Site Contacts		
12	Host Contact	Joanna Weinert
13	Host Contact Phone Number	<del>(07) 4626 5236</del> 1300 007 662 <i>JW</i>
14	Site Contact	Joanna Weinert
15	Site Contact Phone Number	07 4626 5136
16	After Hours Emergency Phone	<del>(07) 4624 3339</del> 1300 007 662 <i>JW</i>
Specified Personnel		
17	Required Number of Specified Personnel	At least 2 for each Site At least 1 available at the/each Site during Contract Hours
18	Name and Contact details	
	Joanna Weinert	Susan Ware
	<del>Cathy Clancy</del> <i>JW</i>	
Training Due Date		





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19	for Agent Services	By the later of 30 September or within 90 days of the person commencing delivery of Services	
20	for Access Point Services	By the later of 30 December or within 180 days of the person commencing delivery of Services	
Department's Zone Contact Details			
21	Zone Contact Email Address	sqld.agent@humanservices.gov.au	
22	Zone Contact Phone Number	(07) 3884 2934	
Service Type, Site, Business Days & Contract Hours			
23	Service Type	Site	Business Days and Contract Hours
	Agent	Surat Council Library 62 Burrowes Street SURAT QLD 4417	Mon: <del>9.00am to 4.30pm</del> 9.00am to 4.30pm <i>Jus</i>
			Tue: <del>9.00am to 4.30pm</del> 9.00am to 4.30pm <i>Jus</i>
			Wed: <del>9.00am to 4.30pm</del> 9.00am to 4.30pm <i>Jus</i>
			Thu: <del>9.00am to 4.30pm</del> 9.00am to 4.30pm <i>Jus</i>
			Fri: <del>9.00am to 4.30pm</del> 9.00am to 4.30pm <i>Jus</i>
Are you planning to close on any Business Days? E.g. for holidays or festivals. Please specify below.			
24	Roma Show Holiday - May 2020 2 x Staff Training Days per year - Friday 6th December 2019 - 2020 Dates TBC		



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**NAAP PROGRAM INFORMATION PACK  
SCHEDULE 3 - PAYMENT SCHEDULE**

**Maranoa Regional Council  
AGENT PAYMENT FORM**

**Schedule of Contract Payments between the Department of Human Services and Maranoa Regional Council for Provision of Agent Services at Surat**

Date: **1 July 2019**

Maranoa Regional Council  
ABN: 99 324 089 164  
PO Box 42  
MITCHELL QLD 4465

Department of Human Services  
ABN: 90 794 605 008  
Level 2, 191 Pulteney Street  
ADELAIDE SA 5000

**Schedule of Payments:**

Date payable (or as soon as possible after the Contract takes effect)		GST Exclusive	GST	Total GST inclusive
Payment 1	15 July 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 2	15 August 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 3	15 September 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 4	15 October 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 5	15 November 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 6	15 December 2019	\$1,055.30	\$105.53	\$1,160.83
Payment 7	15 January 2020	\$1,055.30	\$105.53	\$1,160.83
Payment 8	15 February 2020	\$1,055.30	\$105.53	\$1,160.83
Payment 9	15 March 2020	\$1,055.30	\$105.53	\$1,160.83
Payment 10	15 April 2020	\$1,055.30	\$105.53	\$1,160.83
Payment 11	15 May 2020	\$1,055.30	\$105.53	\$1,160.83
Payment 12	15 June 2020	\$1,055.30	\$105.53	\$1,160.83
<b>Total Contract</b>		<b>\$12,663.55</b>	<b>\$1,266.35</b>	<b>\$13,929.90</b>

FOR DEPARTMENT OFFICE USE ONLY Contract Executed			
Cost Centre:	1100152	WBS Element:	P/S-1015-395
Vendor Number:	1006276	G/L Code:	47312
Goods Received:		Signed:	
Name:		Position:	
ESSentials:		Contract Number:	D157





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## NAAP PROGRAM INFORMATION PACK

### SCHEDULE 4 - NEXT STEPS CHECKLIST

Number	Item	Done?
1	<b>Read</b> the Terms and Conditions (T&Cs) in schedule 5 that are relevant to you. If you are an Agent Host you must comply with Agent provisions. If you are an Access Point Host, you must comply with Access Point provisions.	
2	<b>Fill in or update</b> any information required in the Details Schedule (eg for the Host Contact, Site Contact and Specified Personnel).	
3	<b>Check</b> all the information and <b>make changes</b> if needed.	
4	<b>Sign</b> the Offer Signing Page. Check whether you are signing for yourself or a company, partnership, association or other business.	
5	<b>Sign</b> in front of a witness (unless 2 directors are signing) and <b>ask</b> the witness to sign.	
6	<b>Submit</b> the following to us via <b>OOM</b> (our Organisational Online Mail). Attn: South Queensland: <ul style="list-style-type: none"> <li>the signed Offer Signing Page</li> <li>the completed Details Schedule</li> </ul>	
7	Before they can provide Services, Host Contacts and Specified Personnel must <b>read</b> , <b>sign</b> and <b>return</b> the Declaration of Confidentiality and the Pre-Engagement Pack as required by the T&Cs and Details Schedule.	
<p>You can find more information about the Program (and links to the documents) at <a href="http://www.humanservices.gov.au">www.humanservices.gov.au</a>.</p>		



Schedule 5 of the Invitation Pack

Department of Human Services

## **Agent and Access Point Program**

## **Terms and Conditions**

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## Part A – About these Terms and Conditions

---

### 1. Why you need to read these Terms and Conditions

These Terms and Conditions are part of the NAAP Program Contract. They apply if you are providing Services for any of the Sites specified in your Details and Payment Schedule.

The Services may be as an Agent Host, or Access Point Host for a Site, as specified in your Details Schedule. They may include Services for Additional Agencies if you agree and we vary this Contract or provide you a new contract.

**We** and **Us** means the Department of Human Services representing the Commonwealth of Australia, and the National Agent and Access Point Team.

**You** means you and your organisation.

It's important that you:

- understand and comply with these Terms and Conditions and
- make sure that anyone authorised to assist you to provide Services also complies.

---

### 2. Key things to understand

We have a legally binding contract if you:

- send us back the signed Offer Signing Page and completed documents and
- receive an Acceptance Letter from us.

Before we send the Acceptance Letter we will check that your documents are in order.

This Contract consists of the documents listed below. If there is any ambiguity between them, interpret them in the following order:

1. any Special Conditions
2. our Acceptance Letter
3. the signed Offer Signing Page
4. the Details Schedule and Payment Schedule
5. these Terms and Conditions.

You agree to provide the Services as either an Agent Host or Access Point Host according to this Contract, including these Terms and Conditions and the Details Schedule.

We'll support you in your role and pay you for the Services. We'll also comply with this Contract, including these Terms and Conditions.

## Part B – General matters that apply to everyone

---

### 3. How this Contract works

#### 3.1 How to find the meaning of a word

Read Part D Glossary to find the meaning of a word, phrase or abbreviation.

#### 3.2 Contract details

The Details and Payment Schedules you sent back to us set out:

- the start and end date for this Contract and if we have Options to renew
- whether we have appointed you as an Agent Host, an Access Point Host or both
- what Services you'll provide for us and where
- what we'll pay you and when
- how, as Parties, to contact each other.

We may also include further information about your Equipment, training and support in your Details and Payment Schedules.

Even if you had past contracts with us, this Contract is now the only agreement between us for the Sites and the Services it covers.

#### 3.3 Contract term

This Contract ends on the expiry of the term in the Details Schedule, or, if we exercise any extension Option, at the end of the Option period. If we exercise an Option, we must Notify you not less than 30 days before this Contract is due to end.

#### 3.4 Agents and Access Points

Many of the same terms apply to both roles. However, there are differences in the Services you provide, what and when we pay, and what we expect from you.

If we appoint you as an Agent Host, the general terms in this Contract apply to you, plus the ones indicated for Agent Hosts.

If we appoint you as an Access Point Host, the general terms in this Contract apply to you, plus the ones indicated for Access Point Hosts.

Whether we need an Agent Host or an Access Point Host depends on Customer and community demands, frequency and the type of services Customers need. We review this from time to time, look at the Data and records, and talk to you and others.

#### 3.5 Insurance

You must confirm to us that you have:

- workers compensation insurance as required by law, and
- public liability insurance for an insured amount of \$10 million per occurrence and not less than \$10 million in aggregate.

If we ask for copies of the certificates or policies, you must send them to us.

---

## **4. How the Contract Price, payment, repayment and GST work**

### **4.1 Payment**

Your Payment Schedule includes information about when and how much we'll pay you for the Services you provide. We will pay you to the bank account you Notify to us.

We must pay you the Contract Price to provide the Services. We have specified the Contract Price in the Payment Schedule.

Once we receive a tax invoice or invoice in the form of Schedule 3 we can start paying you.

We can delay payment to you until you give us your ABN, or issue a varied payment form stating the amounts paid and the amount withheld for no ABN.

### **4.2 Repayment**

We can defer all or part of a scheduled payment until you have completed related Services to our reasonable satisfaction.

We may ask you to repay all or part of the Contract Price we've paid you for Services you don't deliver, including if we terminate this Contract.

If we ask you to repay an amount to us, you must repay it within 30 days.

### **4.3 GST and tax credits**

The Contract Price is inclusive of any GST payable if you are registered for GST.

You are not entitled to recover any additional amount for GST from us.

You confirm that:

- you will comply with all requirements under the GST law, including GST registration with the Australian Taxation Office (if applicable)
- you will tell us immediately in writing if your GST registration status changes.

If a Party reimburses the other for any expense for a supply under this Contract, the amount payable is the cost, less the input tax credit claimed, plus GST.

---

## **5. How to use and look after Equipment and technology**

### **5.1 What we provide**

We will provide you with the Equipment listed in Annexure A and any relevant Special Conditions, or equivalent or updated equipment. All Equipment remains our property and you must use it according to our instructions at all times. Equipment

may be different depending on whether you deliver Agent Services or Access Point Services.

## **5.2 Installation**

The Equipment must only be installed at the Site at a location approved by us. You must also:

- provide desks and chairs as needed
- make sure that the Equipment remains as installed at the Site
- give us or our representatives access to your building during business hours to install or check the Equipment. We'll tell you when we are coming
- make sure the Equipment is only used for our business
- check daily to make sure the Equipment is operating as expected.

You must not move or disconnect the Equipment unless we agree or it's an emergency. You must give us at least 25 Business Days' Notice if you want to move the Equipment. If you do not give us this Notice, we may treat it as a Business Disruption. You may need to pay if you want to relocate phone lines or other Equipment.

## **5.3 Looking after the Equipment**

You must look after the Equipment and keep it:

- safe from damage, and on sturdy desks or tables as appropriate
- clean and free from dirt and liquids
- safe from loss, theft and unauthorised use or access.

You must keep it in working order and:

- do routine checks to make sure paper isn't caught in fax machines and multifunction devices
- make sure no one has attached foreign objects to any Equipment
- make sure you use and replace paper supplies and toner cartridges according to manufacturer's instructions
- regularly clean the outside of the Equipment with a dry, lint free cloth.

We'll supply toner and drums. You must:

- pay to replace paper and other stationery
- comply with our stocktake requirements.

We'll review the condition of the Equipment in accordance with clause 9.9.

**5.4     Lost, damaged or stolen Equipment**

You must tell our IT Helpdesk as soon as you can if any of these things happen:

- any part of the Equipment is lost
- someone steals or damages any Equipment
- any Equipment isn't working properly.

We'll organise to repair or replace any of the Equipment. We may require your assistance. If you fail to take reasonable steps to prevent loss or damage or you're otherwise responsible for the Equipment being lost, damaged or stolen, you will have to pay. You must comply with our reasonable instructions for repair or replacement of Equipment. You must ask us before getting anyone else to move or fix the Equipment.

**5.5     Equipment monitoring**

We'll actively monitor usage of the Equipment. If we have grounds or suspicions of misuse, we may temporarily ban access to our Internet Service and websites, or vary or terminate this Contract.

**5.6     Operating and connection requirements**

You must keep all relevant Equipment on and connected to our Internet Service and telephone service at all times, unless we agree otherwise.

You must make sure that nothing is connected to the router other than our Equipment.

You must contact our IT Helpdesk straight away if your Internet Service slows down significantly or is unavailable.

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**6.     How to manage your premises, Contract Hours and Business Days**

**6.1     Your premises**

Your premises must be secure and appropriate to deliver the Services. They must be open during the Contract Hours listed in your Details Schedule, unless a Business Disruption occurs. If you want to change the hours you are open you must ask for our approval in advance.

**6.2     Access to your premises by us**

If we give you reasonable Notice, you must give us and our representatives access to your premises. This is so we can make sure that you are complying with your obligations under this Contract and that Customers have easy access to the Services.

**6.3     Contract Hours and Business Days**

You must provide Customers access to your Site and Equipment during the Contract Hours unless a Business Disruption occurs.

You must stay open on Business Days, unless you have told us in advance that you need to close. You must receive written approval from us. You must resolve any

concerns we have before you close. If we approve the closure, you must display a notice showing the dates you are closed.

If you are closed, this is a reduction in your hours. You must repay us your fee for that period if we ask.

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## **7. Compliance**

### **7.1 Complying with this Contract**

You must comply with the requirements of this Contract including these Terms and Conditions. In particular you must:

- have the number of Specified Personnel stated in the Details Schedule
- be open and have Equipment working during Contract Hours
- be contactable during Contract Hours
- unless we agree otherwise, make sure Specified Personnel and Host Contacts send us completed Declarations of Confidentiality and Pre-Engagement Pack forms as required in the Details Schedule. This applies to first-time Specified Personnel and Host Contacts, and those returning after a break of more than 12 months.
- make sure all your Specified Personnel, Host and Site Contacts complete the training as required by the dates specified in the Details Schedule
- if we require, work with us to develop a compliance plan that sets out how you comply with this Contract and deliver the Services
- have at least one Specified Personnel available during Contract Hours.

If you are an Agent Host you must also report monthly to us with the information we require. Your monthly report must be sent to us within 7 days of the end of the month.

Where you do not comply with the above requirements, we'll work with you to resolve issues of non-compliance. We can also organise a compliance review. We could also issue a Remedy Notice, take action for breach or end this Contract.

### **7.2 Complying with the law and Commonwealth policies**

When carrying out this Contract, you must comply with all relevant statutes, regulations, by-laws and other requirements. This includes:

- relevant requirements of the Commonwealth, any State or Territory and local authority. This includes policies publicly available or Notified to you
- the *Crimes Act*, *Racial Discrimination Act*, *Sex Discrimination Act*, *Disability Discrimination Act*, and *Workplace Gender Equality Act*
- laws that apply to you because of the nature of the Services. Penalties for breaching some of these laws may include 2 years imprisonment.

You must give us all information we reasonably request about your compliance.

You must understand, and comply with, the information, rules and procedures on our [Contractor safety management](#) webpage. This lists your responsibilities as a contractor. It also gives you information about the standard of conduct, training and security that we expect.

Under the Commonwealth Fraud Control Framework we are required to have a comprehensive fraud control program. This program needs to cover prevention, detection, investigation and reporting strategies. You must be familiar with, and comply with, matters relevant to you in our program.

### **7.3     Complying with your Industrial Relations and Employment Obligations**

You are responsible for:

- providing adequate workers' compensation for your Staff
- paying any sick pay, holiday pay, PAYG, fringe benefit tax, payroll tax, compulsory superannuation contributions and other statutory charges to or for your Staff,

according to the law.

You cannot recover the cost of any employee entitlements from us.

You must also:

- provide a safe working environment
- not act in a way that may unreasonably harms your employees' reputation, causes them mental distress or humiliates them
- not act in a way that harms your employees' trust or confidence in you or us.

### **7.4     Work Health and Safety**

The health, safety and welfare of all Staff, Contractors, and Customers is very important to us.

We're committed to complying with our Work Health and Safety (WHS) obligations. These are set out in the WHS Act, Work Health and Safety Regulations 2011 and our Codes of Practice. You can find more information on the [Work Health and Safety Policy](#) page on our website.

You must comply with all WHS requirements, including those set out in the WHS Act. You must Notify us straight away if there are any serious incidents. You must also make sure that your Staff meet the WHS requirements as much as you can.

For example, you must:

- take reasonable care for your health and safety and that of other people
- comply with our reasonable instructions to make sure you and your Staff comply with WHS obligations
- comply with our relevant policies, procedures and guidelines
- promptly identify, report, manage and record WHS risks or incidents



- respond promptly and appropriately to WHS reports
- make workplace changes to prevent health issues
- have completed the Emergency Response Procedures template.

#### **7.5 Environmental sustainability**

You must, if relevant, and if you reasonably can:

- comply with our [Environmental Sustainability Policy](#) and environmental legislation
- use your resources sustainably, such as energy, water and gas
- manage your resources responsibly to prevent pollution and reduce waste.

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### **8. Information management**

#### **8.1 Collecting and using information**

You must only collect information that is referred to in, or as implied by, this Contract. We may give you permission to collect other information.

Unless we request, you mustn't collect or use information from Customers other than for this Contract. You mustn't create Materials using Commonwealth Material other than those required to perform this Contract.

If we give you permission to collect other information you must deal with it in the way we reasonably request.

You must only use Commonwealth Material and Confidential Information for the purposes of performing your obligations under this Contract.

#### **8.2 Not disclosing Confidential Information**

A Party must not, without prior written consent from the other Party, use or disclose the other Party's Confidential Information. This includes Confidential Information relating to Customers and the NAAP Program.

This clause will not be breached if Confidential Information is disclosed:

- by a Party to its staff or to the other Party in the course of performing this Contract
- by us to a Commonwealth Minister or to a House or Committee of the Parliament of the Commonwealth of Australia
- by us if we believe it's appropriate for the operation of, or information about, the NAAP Program
- by a Party where the law requires the information be disclosed.

The confidentiality obligations of the Parties continue to apply after this Contract ends.

You must make sure no Staff have access to Confidential Information unless we have received their completed Privacy, Confidentiality and Security Declaration.



If anyone accesses Confidential Information, you must make sure they know that information is confidential.

### **8.3      Commonwealth Material**

We remain the owner of all Commonwealth Material at all times. You must only use this material for the purposes of this Contract.

You must comply with relevant record management policies that we Notify to you, and relevant law regarding Commonwealth Material.

### **8.4      Privacy and Data**

- (a) We have obligations under privacy laws including the Australian Privacy Principles. You must protect our Customers' personal information in accordance with these principles. They govern how you collect, use, hold and disclose personal information. They also ensure the quality and security of personal information. You must not disclose information that could breach privacy laws. You can find more information on our webpage, [Our Privacy policy](#).
- (b) You are a 'contracted service provider' under the Privacy Act and agree to the following for this Contract:
- not to do anything that could breach the Privacy Act
  - to perform obligations under the Australian Privacy Principles as if you were an agency under the Privacy Act
  - to inform individuals that they can complain to the Privacy Commissioner if they have concerns about the way you or we deal with their personal information
  - to comply with any reasonable direction from us to give effect to recommendations of the Privacy Commissioner
  - to comply with any directions of the Privacy Commissioner as long as they are not inconsistent with this clause
  - to make sure that all Specified Personnel are aware they must comply with this clause and the Australian Privacy Principles
  - not to use any of our Customer identifying numbers or any other code or device as your identifier for any person.
- (c) A Party who gets a complaint about a privacy breach, or reasonably suspects one has occurred, regarding this Contract must Notify the other Party as soon as they can and provide them with necessary details to avoid a further breach. The Party must then take steps to stop it happening.
- (d) If you become aware of an Eligible Data Breach you must let us know as soon as you can. You must comply with the procedures we Notify to you.
- (e) You must also make sure that your Specified Personnel and Host Contacts comply with the privacy obligations in the Declaration of Confidentiality.

- (f) If a privacy breach occurs, we will give you Notice of our intention to assume responsibility or an expense in relation to that breach. The Notice will explain our decision and whether you have a share of the responsibility and expense.

#### **8.5 Keeping information safe**

You must protect Commonwealth Material relating to this Contract. You must keep information safe from:

- misuse, interference or loss – this includes damage caused by weather, fire or other natural disaster
- any unauthorised access, use, modification, disclosure or destruction.

If you know of, or suspect, a breach of this requirement, you must Notify us as soon as you can.

#### **8.6 Intellectual Property**

If you create material in performing this Contract, that material belongs to us. Any intellectual property rights (IP) in that material also belong to us, automatically on creation.

If either Party has existing IP rights in material, this Contract doesn't change those existing rights.

To avoid doubt, neither party can claim ownership of all or any part of the other Party's IP that existed at the start of this Contract.

You can only use our IP for the purposes of performing your obligations under this Contract and not after this Contract ends.

We own any IP in Commonwealth Records.

#### **8.7 Obligations after this Contract ends**

Your obligations regarding information management including privacy, use, confidentiality and non-disclosure continue to apply after this Contract ends.

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### **9. People, training and support**

#### **9.1 Host Contact**

Your Host Contact oversees your responsibilities under this Contract, for example signing this Contract, compliance and legal matters. Your Host Contact must be contactable by us.

#### **9.2 Site Contact**

Your Site Contact is your operational contact. We can contact your Site Contact to discuss property and other issues regarding your Site. They must be contactable by us during Contract Hours.

#### **9.3 Specified Personnel**

Specified Personnel are key to providing the Services. Only Specified Personnel are allowed to access the Confidential Information. You must make sure that another

Specified Personnel is reasonably able to attend the Site at short notice to cover if a Specified Personnel is absent, so the Site does not close.

We can withdraw our approval of a Specified Personnel if we consider that the Specified Personnel could not reasonably provide these Services. This includes living too far from the Site.

The following requirements apply:

**(a)      Specified Personnel must be suitable**

You must take reasonable steps to make sure that your Specified Personnel are fit and proper persons to deliver the Services. We can run checks on Specified Personnel from time to time. You must tell us as soon as you become aware that any Specified Personnel are charged with a criminal offence.

You must make sure that your Specified Personnel act in accordance with this Contract. If they can't or don't do this you must tell us as soon as you can.

**(b)      Number of Specified Personnel**

You must have at least the number of Specified Personnel listed in the Details Schedule to deliver the Services at each Site. At least one Specified Personnel must be on Site during Contract Hours.

Specified Personnel are specific to each Site. They can't provide Services at other Sites unless we agree in advance. If you provide Services at more than one Site, we may agree that particular Specified Personnel can assist at more than one Site. They will then be considered Specified Personnel for each of those Sites.

**(c)      Training and changing Specified Personnel**

You must tell us as soon as you can if you want to change Specified Personnel, or if they change their details.

You must tell us if Specified Personnel are not working well or stop working. If appropriate we will work with you to provide training and support.

We may ask you to remove Specified Personnel if we consider they are not suitable to provide the Services.

**(d)      Approval**

You must seek our approval for any changed or additional Specified Personnel.

**9.4      Training**

Your Specified Personnel and Host Contacts must complete self-paced training through the My Learning facility in the Portal. They must finish the training within the time we specify in the Details Schedule. They must also complete annual refresher training and pass the assessments. They must show sufficient knowledge of their roles. If they can't, we may review whether they are suitable for that role.

**9.5      Support**

We must give you support to help you to provide the Services, including:

- access to the Portal to complete My Learning activities and read messages in the inbox
- Zone Contact details
- access to the IT Helpdesk
- sufficient stocks of Department promotional material, pamphlets, and other relevant material
- ways to get extra or replacement material.

#### **9.6 Supporting Service delivery**

You must make sure that your Specified Personnel and Host Contacts

- do not share their personal login access to the Portal
- check their Portal inbox each day of operations to read and action messages from us
- are aware of their obligations, including these Terms and Conditions.

#### **9.7 Managing Service delivery**

You and your Staff must where relevant:

- perform the Services in a culturally appropriate way
- act as a liaison point between us and the local community
- give us timely feedback about community reactions and comments received about our payments and services
- be aware of your Emergency Response Procedures and follow them if there is potential customer aggression or some other emergency.

You must not charge any fee, payment or levy, to Customers to provide the Services.

#### **9.8 Supporting our Customer commitments**

You must ensure that your Specified Personnel support our commitment to our Customers by:

- listening to and treating Customers with respect and courtesy
- respecting the privacy and confidentiality of our Customers
- making it easy for Customers to use our services
- making sure so far as you can that all Equipment, including Wi-Fi, is working and accessible to the community during Contract Hours.

#### **9.9 Meeting with us in the Review Period**

We'll review your performance during this Contract. We'll meet with your Host Contact or their representative at the Site usually once during each Review Period. The meeting will be at a convenient time for both Parties. This meeting may include:

- reviewing your performance under and compliance with this Contract
- inspecting the Site and Equipment
- comments and feedback about the Services
- how much contact Customers have made through the self service Equipment
- Customer and community feedback regarding Service delivery. This might include using our branding and styles, how clean and tidy the premises are and if our products are available
- how we can support you and any feedback you have for us
- Data from monthly Customer Traffic Data.

Outcomes may include:

- confirming you are meeting these Terms and Conditions
- identifying areas to improve, and the support we can give you
- varying this Contract
- if you are in breach of this Contract, we may issue you a Remedy Notice or we may end this Contract.

#### **9.10 No subcontracting**

You must not use subcontractors to perform your obligations under this Contract unless we agree to it. If we agree, we may have conditions and the subcontractors must comply with relevant obligations under this Contract. You are responsible for all acts and omissions of your subcontractors. They must do the training and give us the information we request.

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### **10. Business Disruption and payment recovery**

If a Site has a Business Disruption, you must tell us as soon as you can.

We have policies and procedures which set out what may happen. See the requirements and more information in Annexure D.

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### **11. Not our employee**

You, your Host Contacts, Site Contacts and Specified Personnel are not employees of the Department. You and they only represent us for the particular matter at any given time under this Contract. You must not, and you must make sure that they do not:

- tell anyone or suggest that you or they are our employee

- allow Customers or anyone else to believe that you or they are our employee.

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## **12. Breach and when this Contract ends**

### **12.1 Term expiring**

This Contract ends on the expiry of the term in the Details Schedule or, if we exercise any extension Option, at the end of the Option period.

### **12.2 Breach**

If we consider that you have breached your obligations under this Contract, we may issue you a Remedy Notice. You must remedy any breaches within 30 days of receipt of a Notice.

We may also investigate. If we consider a breach is serious, we can suspend the Services you provide and payment for those Services while we investigate.

If we consider that the allegations are not true or have been overcome, we may agree that you can resume providing the Services.

If you have breached this Contract, we can recover money paid to you and take other action.

### **12.3 Contract ending early**

Either Party can end this Contract by giving 30 days' Notice to the other Party.

We can end this Contract immediately by giving you Notice if:

- you breach this Contract, and you don't comply with a Remedy Notice within 30 days
- you breach this Contract and we consider it is material and can't be fixed
- you, or your Host Contact, Site Contact or Specified Personnel do something fraudulent, dishonest, unlawful or misleading, or an event happens, which we consider makes you unsuitable to provide the Services
- an event happens that prevents you from providing Services eg Business Disruption and we consider it can't be fixed in a reasonable time.

If we end it early for any of these reasons, we'll aim to consult with you and act reasonably.

Either Party can use the Resolving Disputes clause if needed.

### **12.4 When this Contract ends**

At the end of this Contract, we'll collect or organise to collect at our cost all Equipment and Commonwealth Material you hold. This is subject to any statutory obligations which require you to retain any of the Material.

### **12.5 Obligations after this Contract ends**

Any rights, obligations and duties which by their nature extend past the end of this Contract will continue to exist when this Contract ends.

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### 13. Variation

#### (a) Scope

We may reduce the scope of the Services if:

- you don't meet the Specified Personnel requirements
- you don't meet your Contract Hours requirement
- you're an Agent Host and after a review we determine the demand for those Services at your Site has greatly changed, or
- there is a Business Disruption.

A reduction may include changing the Services from Agent Services to Access Point Services. We'll aim to consult and act reasonably.

If we reduce the scope of the Services, we will Notify you and give you updated Details and Payment Schedules. You are taken to agree to the reduced scope if you provide those Services.

#### (b) Terms

We may vary the terms of this Contract as a result of:

- any change of law or policy or procedure relevant to this Contract
- a change that will benefit Hosts in a similar situation to you
- a change that will benefit you eg issuing replacement or additional Equipment, or
- our review of this Contract or the NAAP Program, and the change is in keeping with our good management of the NAAP Program.

If we vary this Contract for any of these reasons, we'll aim to act reasonably. We'll Notify you and give you updated special conditions or other terms showing the variation. There may be information on our [Department website](#) or you can ask us for more information. You are taken to agree to the variation if you continue to provide the Services.

#### (c) Agreement

Other than under (a) and (b) above, this Contract may only be varied by written agreement between the Parties.

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### 14. Undertakings and confirmations

#### 14.1 Providing your up-to-date ABN and business information

You must provide us with your Australian Business Number (**ABN**) before signing this Contract. You must let us know as soon as you can if any of these change or are likely to change:

- your business structure or your ABN

- contact details for you, your Host Contact, Site Contact and Specified Personnel
- bank account details for payment.

**14.2 Skills and experience**

You confirm that you and your relevant Staff have the skills and experience to provide the Services.

**14.3 Conduct and behaviour**

You must deliver the Services in a way that is sensitive to the cultural needs of our Customers. This includes Customers from culturally and linguistically diverse backgrounds.

You must act in good faith, with respect and courtesy to our Customers and us, and behave in an appropriate way.

**14.4 Conflict of interest**

You confirm when you sign the Offer Signing Page that no conflict of interest exists. If you have a relevant conflict of interest you must tell us as soon as you can as well as the steps you are taking to resolve the conflict. We can direct you how to resolve the conflict.

A conflict includes that you are not of a suitable character to be providing the Services. For example, if you or your Host Contact, Site Contact or Specified Personnel have been charged with an offence involving dishonesty, violence or offensive behaviour or language.

**14.5 Emergency Response Procedures**

You can ask us for help to complete the Emergency Response Procedures template.

When done, you must:

- give a copy to your Zone Contact
- keep a copy on Site, and
- make sure your Staff are aware of it.



## Part C – Other legal and practical matters

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### 15. Telephone urgent information

You must telephone us as soon as you can if a matter is urgent, eg:

- Equipment is not working as it should
- you or your Specified Personnel, Host Contact or Site Contact experience customer aggression
- you don't have Specified Personnel to deliver the Services
- the Site closes for any reason during Contract Hours including a Business Disruption
- Specified Personnel, the Host or Site Contact are no longer fit and proper
- you plan to move or change the location for the Services.

You must also Notify us if required by us or this Contract.

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### 16. Notices

A Notice or other communication connected with this Contract (**Notice**) must be in writing and:

- signed by the Zone Contact or other Department representative if given by us and sent to you addressed to your Host Contact
- signed by an authorised person, if given by you and sent to the Zone Contact representative
- sent using the Portal, or otherwise by email, post or other means we agree to.

It is taken to have been received on the day it was sent.

"Signed" includes by electronic or digital means if we agree.

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### 17. Notifying changed details and administrative matters

You must Notify us as soon as you can of any changes to important details, including changes to:

- your Specified Personnel, Host Contact or Site Contact (but see clause 9.3(d))
- your bank account details
- contact details including street address, postal address, telephone number or email.

We must Notify you as soon as we can of any changes to important details, including Zone Contact details.

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## 18. Waiver

Either Party may waive a right they have under this Contract or release the other Party from an obligation, by giving Notice to the other Party.

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## 19. Applicable law

This contract is governed by the laws in force in the Australian Capital Territory. The Parties submit to the non-exclusive jurisdiction of the courts of that place.

**Please note:** Even if you are in a different State or Territory, we specify the ACT for an administrative reason so that all the NAAP Program Contracts have the same applicable law. It specifies 'non-exclusive jurisdiction' so matters can still be brought in courts outside the ACT.

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## 20. Resolving disputes

If we disagree, we must attempt to negotiate.

If we can't agree through negotiation, we must choose an independent mediator together. The mediator will attempt to resolve our disagreement. Both Parties must cooperate fully.

The cost of the mediator will be shared between both Parties equally.

Both Parties must continue to perform their obligations under this Contract, unless the dispute is about termination of this Contract.

Either Party may commence court proceedings at any time for an urgent issue.

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## 21. Severability

If any part of this Contract is void, unenforceable or illegal in a jurisdiction, that part is excluded only for that jurisdiction.

If any part of this Contract is excluded, it does not affect the validity of the rest of this Contract.

If excluding any part of this Contract changes its basic nature, or goes against public policy, this clause doesn't have effect.

## Part D – Meaning of words

### 22. Glossary

Term	Meaning
<b>Acceptance Letter</b>	The Acceptance Letter is the letter we send to you accepting your Offer.
<b>Access Point</b>	An Access Point is a site agreed by us to deliver Access Point Services.
<b>Access Point Host</b>	An Access Point Host is appointed by us to provide self-help facilities for Customers to access our services.
<b>Access Point Services</b>	Access Point Services are the Services for Access Point Hosts to provide for us under this Contract including the Details Schedule and Annexure C.
<b>Additional Agency</b>	An Additional Agency is an Agency as defined in the <i>Public Service Act 1999</i> that has entered into an arrangement with us for the delivery of some of that Agency's services as part of the Services.
<b>Adjustment Note</b>	An Adjustment Note is a document detailing adjustments to the Contract Price and the GST amount.
<b>Agent Host</b>	An Agent Host is a business or organisation or person appointed by us to deliver Agent Services.
<b>Agent Services</b>	Agent Services are the Services that Agent Hosts and relevant Staff provide for us under this Contract including the Details Schedule and Annexure B.
<b>Annexure</b>	This refers to an annexure to these Terms and Conditions.
<b>Australian Privacy Principle</b>	This has the meaning given in the <i>Privacy Act</i>
<b>Business Days</b>	Business Days are the days set out in the Details Schedule for a Site.
<b>Business Disruption</b>	A Business Disruption is an unplanned disruption that causes a Site to close. It includes when a Site has insufficient Specified Personnel onsite to deliver the Services.
<b>Commonwealth Material</b>	Commonwealth Material is any Material: <ul style="list-style-type: none"> <li>• we provide to you for the purposes of this Contract, including Commonwealth Records</li> <li>• provided to you by a Customer</li> </ul>

Term	Meaning
	<ul style="list-style-type: none"> <li>you develop in the course of performing this Contract.</li> </ul>
<b>Commonwealth Record</b>	Commonwealth Record has the meaning given in the <i>Archives Act 1983</i> (Cth). It includes any records, files, documentation and electronic information or Data created in the course of, or for the purpose of, delivering the Services. It doesn't include your commercial, financial, accounting or personnel records.
<b>Confidential Information</b>	<p>Confidential Information is information that is one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) designated by us as confidential</li> <li>(b) 'protected information' for the purposes of section 23(1) of the <i>Social Security Act 1991</i> (Cth)</li> <li>(c) 'personal information' for the purposes of the Privacy Act</li> <li>(d) other information that is the subject of confidentiality or secrecy provisions in legislation</li> <li>(e) any information provided to you by us or Customers whether directly or via the Australian Taxation Office</li> <li>(f) confidential information contained in Commonwealth Material</li> <li>(g) you know or ought to know is confidential.</li> </ul>
<b>Contract</b>	<p>This Contract includes all of the following:</p> <ul style="list-style-type: none"> <li>any Special Conditions</li> <li>our Acceptance Letter</li> <li>the signed Offer Signing Page</li> <li>the Details Schedule and Payment Schedule</li> <li>these Terms and Conditions.</li> </ul>
<b>Contract Hours</b>	This refers to the Contract Hours set out in the Details Schedule during which Services are to be provided and Equipment available. Contract Hours don't include Public Holidays that apply to the Site.
<b>Contract Price</b>	The Contract Price is the amount payable to you by us under this Contract, as set out in the Offer and any Special Conditions (subject to any requirement to withhold for no ABN)
<b>Crimes Act</b>	This refers to the <i>Crimes Act 1914</i> (Cth) and <i>Criminal Code Act 1995</i> (Cth).

Term	Meaning
<b>Customer</b>	A Customer is a person who accesses a service, benefit, program or facility provided by the Commonwealth using Equipment we provide you, and if relevant, Services you perform under this Contract.
<b>Customer Identity Confirmation</b>	Customer Identity Confirmation is getting identity documents from the Customer and providing details to us to check their identity. It is usually needed if Customers lodge claims for payments or services.
<b>Customer Traffic Data</b>	Customer Traffic Data is information on Customer activity that we collect on the daily statistics sheet through the Portal.
<b>Data</b>	Data is all data, information and associated details including personal information and Confidential Information about: <ul style="list-style-type: none"> <li>• Customers</li> <li>• the NAAP Program</li> <li>• the Department</li> </ul>
<b>Declaration of Confidentiality</b>	This is the Privacy, Confidentiality and Security Declaration we provide to you or you can get from <a href="#">our website</a> .
<b>Department</b>	This means the Australian Government Department of Human Services.
<b>Details Schedule</b>	The Details Schedule is the schedule attached to the Offer you send back to us that sets out the details of this Contract. It includes: <ul style="list-style-type: none"> <li>• what Services you will provide and where</li> <li>• the start date, end date, options and term</li> <li>• contact details</li> <li>• hours, days and weeks you provide the Services</li> <li>• Specified Personnel, Host Contact and Site Contact details.</li> </ul>
<b>Disability Discrimination Act</b>	This means the <i>Disability Discrimination Act 1992</i> (Cth).
<b>Eligible Data Breach</b>	This means an eligible data breach as defined in Division 2 of Part IIIC of the Privacy Act.
<b>Emergency Response Procedures</b>	Emergency Response Procedures explain your procedures in the event of customer aggression and other situations.

Term	Meaning
<b>Equipment</b>	Equipment is the equipment we provide to you under this Contract – see Annexure A. It includes any replacement Equipment.
<b>GST</b>	GST is the goods and services tax payable under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
<b>Host</b>	A Host is <ul style="list-style-type: none"> <li>• either an Agent Host or an Access Point Host under this Contract, or</li> <li>• both an Agent Host and an Access Point Host but for different Sites.</li> </ul>
<b>Host Contact</b>	This is the person named in the Details Schedule as your Host Contact. This includes any replacement Host Contact we approve.
<b>Invitation Pack</b>	The Invitation Pack is the pack we send you with our Invitation Letter attaching: <ul style="list-style-type: none"> <li>• Schedule 1 – Offer Signing Page</li> <li>• Schedule 2 – Details Schedule</li> <li>• Schedule 3 – Payment Schedule</li> <li>• Schedule 4 – Next Steps Checklist</li> <li>• Schedule 5 – Terms &amp; Conditions</li> <li>• Schedule 6 – Other (eg any Special Conditions, Pre-Engagement Pack, Declaration of Confidentiality).</li> </ul>
<b>Internet Service</b>	The Internet Service is the internet service we pay for and provide for Customers, Host Contacts and Specified Personnel to use for Departmental business only.
<b>IT Helpdesk</b>	The IT Helpdesk is a 1800 phone number we provide for Host Contacts, Site Contacts and Specified Personnel to report problems.
<b>Invitation Letter</b>	The Invitation Letter is our letter to you with the Invitation Pack which invites you to apply to provide Services for the NAAP Program.
<b>Material</b>	Material includes documents, equipment, software, goods, information and data stored by any means.
<b>My Learning</b>	My Learning is the online learning space in the Portal where Specified Personnel and Host Contacts complete training.
<b>NAAP Program</b>	This refers to the National Agent and Access Point Program.



Term	Meaning
<b>Notice</b>	Notice has the meaning given in clause 16 of these Terms and Conditions. Notify means giving Notice.
<b>Offer</b>	The Offer is the offer you make to us when you sign and send us the Offer Signing Page and Schedules to provide the Services.
<b>Offer Signing Page</b>	This is the part of the Invitation Pack that you execute and send back to us.
<b>Option</b>	Option means any further term specified as an Option in your Details Schedule.
<b>Party</b>	Party means you or us.
<b>Payment Schedule</b>	Payment Schedule is the schedule in the Invitation Pack setting out what we will pay you and when.
<b>Phone Services</b>	Phone Services are services that one of our dedicated call or processing centres offer.
<b>Portal</b>	The Portal is our online tool that allows sharing data and training for the Program.
<b>Pre-Engagement Pack</b>	The Pre-Engagement Pack is provided to Specified Personnel and Host Contacts. It includes documents to complete and send back to us, such as the Criminal history check form.
<b>Privacy Act</b>	This means the <i>Privacy Act 1988</i> (Cth).
<b>Racial Discrimination Act</b>	This means the <i>Racial Discrimination Act 1975</i> (Cth).
<b>Remedy Notice</b>	A Remedy Notice is a Notice sent to you detailing the nature of a breach of this Contract. It will also require you to remedy the breach.
<b>Review Period</b>	The Review Period is the period stated in the Details Schedule for how often we can review the need for the Services at a Site and your performance of the Services.
<b>Schedule</b>	This means a schedule to the Invitation Pack.
<b>Self Service Terminal</b>	The Self Service Terminal is the self-service Equipment we provide for use by you and Customers.
<b>Services</b>	This refers to the functions as set out in the Details Schedule, Annexures B and C as appropriate, and any other Special Conditions.
<b>Sex Discrimination Act</b>	This means the <i>Sex Discrimination Act 1984</i> (Cth).

Term	Meaning
<b>Silver Service</b>	Silver Service is the 'Smart Centre' access given to each Agent Host to help with complex enquiries, or Customer Identity Confirmation.
<b>Site</b>	This means the location at which you are to provide the Services, listed in the Invitation Pack.
<b>Site Contact</b>	This is the person named in the Details Schedule as your Site Contact. This includes any replacement Site Contact we approve.
<b>Special Conditions</b>	This refers to any additional terms, conditions, or requirements agreed between the Parties in relation to this Contract, including in Schedule 6 to the Invitation Pack.
<b>Specified Personnel</b>	These are the people nominated by you in the Details Schedule. It includes any changed or additional Specified Personnel we approve.
<b>Staff</b>	Staff are employees, agents, contractors, advisers, statutory office holders or people working for you (including Host Contacts, Site Contacts and Specified Personnel).
<b>Terms and Conditions</b>	The Terms and Conditions means these terms and conditions including the Annexures and any applicable Special Conditions.
<b>we and us</b>	We and us means the Department of Human Services representing the Commonwealth of Australia and the National Agent and Access Point Team (see clause 1).
<b>WHS Act</b>	This means the <i>Work Health and Safety Act 2011</i> (Cth).
<b>Workplace Gender Equality Act</b>	This means the <i>Workplace Gender Equality Act 2012</i> (Cth).
<b>you</b>	This refers to you and your organisation (see clause 1).
<b>Zone Contact</b>	The Zone Contact is our representative. Contact details are in the Details Schedule. This includes any replacement we Notify to you.

**Note:** All Commonwealth Acts are published online at [www.legislation.gov.au](http://www.legislation.gov.au)



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## **23. Interpretation**

In this Contract:

- (a) a reference to the singular includes the plural and vice versa
- (b) a reference to a gender include all other genders
- (c) if we give a particular meaning to a word, similar words have similar meanings. For example, Notice and Notify
- (d) the words 'includes' and 'example' are not limitations
- (e) a reference to a person includes a firm, a body corporate, an individual, an unincorporated association or an authority, and also any substitute or replacement
- (f) a reference to a document or part of a document including this Contract, a Schedule or Annexure or Special Condition, includes any variation or replacement of it
- (g) a reference to "law" includes common law, principles of equity and legislation (including regulations)
- (h) a reference to any law includes instruments under it and any consolidations, amendments, re-enactments or replacements.

**National Agent and Access Point Program (NAAP Program) Terms & Conditions**

**Annexure A      Equipment**

**1.1    Equipment we provide to you**

We aim to provide the following Equipment to you for the Services:

- telephone
- all-in-one multifunctional unit (MFD) or separate machines for photocopier, scanner, printer and fax
- toner cartridges and replacements
- Self Service Terminal (SST), software including an internet filter, modem and internet connection where needed
- router and Wi-Fi internet access
- digital signage and stand
- power board with surge protection and telephone cable
- brochure holders, official stamps, official signage and promotional material
- for Agent Hosts, a tablet computer.

**1.2    Tablet Computers - Special Conditions**

If we give you a tablet computer in your Equipment you must make sure that:

- only Specified Personnel use it
- you only use it to deliver the Services or for online training
- you store it in a secure locked cabinet when you are not using it
- you don't take it away from your premises
- you use any tablet locking device and protective case we provide.

National Agent and Access Point Program (NAAP Program) Terms & Conditions

**Annexure B Agent Services Further Conditions**

**1.1 Agent Services**

You must understand your role in delivering the Agent Services under this Contract. As well as the Services listed in your Details Schedule and these T&Cs, you, or your Specified Personnel, must:

- greet all Customers attending your premises
- help Customers to use our digital services. This includes registering Customers to use online services, claiming payments, confirming identity and lodging documents
- where a Customer can't access digital services, support the Customer using other ways, for example phone
- use Silver Service for Customer Identity Confirmation to support myGov registration and for complex customer enquiries
- confirm Customers identity from their identity documents and photocopy so Customers can send copies to us
- if claims cannot be completed online, you must check that claim forms are completed, signed and returned to the Customer to lodge using the Upload Document function
- not receive or keep documents on our behalf
- reply to enquiries or issues about our services and payments by referring Customers to our website or our Phone Services
- educate and encourage Customers to access and engage with us online using myGov and our apps
- stay informed of changes or additions to the Services by checking the Portal inbox daily.

You must also:

- refer Customers to local or nearby services
- help Customers to be aware of their rights, obligations and how to make a complaint
- help Customers with difficulty understanding English to access interpreter services through our multilingual and Indigenous Phone Services or other resources
- display information material we provide where people can see it
- promote the availability of our services in the local community.

**1.2      Agent Host Performance Management**

Using the 'Portal', you must accurately maintain and submit Customer Traffic Data listing the occasions and types of Services you delivered to Customers.

You must submit the monthly Customer Traffic Data to the Department by the 7th day of each month, or as we agree, using the 'Portal'.

## **Annexure C      Access Point Services Further Conditions**

### **1.1 Access Point Services**

As well as the Services listed in your Details Schedule and these T&Cs, you must:

- prominently display material and information that we give you
- promote the Services to your community
- confirm Customers identity from their identity documents and photocopy so Customers can send copies to us
- not receive or keep documents on our behalf.

For Customer identity, you must follow our standard procedures.

## **Annexure D Business Disruption and payment recovery**

### **1.1 Business Disruption and payment recovery**

If a Site has an unplanned disruption causing it to close, or has insufficient Specified Personnel onsite to deliver the Services, we'll:

- investigate the causes of the disruption
- consider what support or assistance you need
- complete a Business Disruption Advice (**BDA**)
- decide what action we take including if we should recover money for undelivered Services from you.

For any Business Disruption, you must display a sign telling customers of alternative service arrangements.

We'll monitor the disruption and work with you to return your Site to normal operation as soon as possible.

If not, and you remain in breach and the disruption is prolonged, we'll consider if we need to vary or terminate this Contract. This will depend on the circumstances.

If a payment recovery is initiated, we'll prepare an advice for you and an updated invoice.

If you don't agree with a decision to recover payments, you can use the Resolving Disputes process in this Contract.

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 18 June 2019

**Item Number:** 11.7

**File Number:** D19/51062

**SUBJECT HEADING:** Waste Register of General Cost - Recovery Fees and Commercial Charges 2019/20

**Classification:** Open Access

**Officer's Title:** Specialist - Strategic Finance

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### **Executive Summary:**

The consolidated fees and charges schedule was presented to Council for approval on 12 June 2019.

This report provides the revised/grossed up amount and GST treatment of State Government Waste Levy for the 2019/20 financial year.

### **Officer's Recommendation:**

That Council:

1. Receive and note the report.
2. Approve the revised/grossed up amount and GST treatment of State Government Waste Levy as listed in the Waste fees in the Register of General Cost-Recovery Fees and Commercial Charges 2019/20

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Wider community

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
GST	Goods and Services Tax

### **Context:**

***Why is the matter coming before Council?***

For Council to approve the revised GST treatment of the State Government Waste Levy Fees 2019/20

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The consolidated fees and charges schedule was presented to Council on 12 June 2019

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

*Local Government Act 2009*

*Environmental Protection Act 1994*

*Food Act 2006*

*Public Health (Infection Control for Personal Appearance Services) Act 2003*

*Planning Act 2016*

*Water Act 2002*

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Council has adopted the 2019/20 Revenue Policy on 27 February 2019.

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?***

(Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Financial Accountant Team Coordinator

Manager, Environmental Health Waste and Rural Land Services

Genesis Accounting

"GST is payable by council when it passes on the waste levy. This is regardless of whether it shows the waste levy as a separate component on an invoice or whether it increases the price to cover the levy. Here is some preliminary information on the waste levy, the principle is that when council passes on the waste levy it is charging a fee for the use of the tip, the levy is just a component of councils cost of doing business. Only the state government can impose and charge the levy – to a waste operator. The levy is exempt from GST when council pays it to the Qld government. When that operator passes it on to the consumer it loses its identity as a levy and takes the nature of a fee for service".

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.***

(Please do not just include names)

N/A

**This Financial Year's Budget:**



**Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).**

**If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?**

Fees and charges revenue are included in the proposed budget 2019/20.

### **Future Years' Budgets:**

**Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Fees and charges revenue are included in the proposed budget 2019/20 and the long term financial forecast.

### **Impact on Other Individuals or Interested Parties:**

**Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?** (Interested Parties Analysis - IS9001:2015)

Increase to fees and charges where applicable.

### **Risks:**

**What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)** (List each identified risk in a table)

Risk	Description of likelihood & consequences
Non compliance to the GST Act	Likelihood: Certain Consequence: Potential penalty charges applicable under the GST Act

### **Advice to Council:**

**What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?**

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council approve the revised/grossed up amount and GST treatment to the State Government Waste Levy as listed in the Waste Register of General Cost-Recovery Fees and Commercial Charges 2019/20.

### **Recommendation:**

**What is the 'draft decision' based on the advice to Council?**

That Council:

1. Receive and note the report.
2. Approve the revised/grossed up amount and GST treatment of State Government Waste Levy as listed the Waste fees in the Register of General Cost-Recovery Fees and Commercial Charges 2019/20

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

No

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.1 Plan for our region's financial future

2.1.1 Consider both the short-term and longer term financial impacts of Council's policy development and decisions, on behalf of current and future residents.

**Supporting Documentation:**

[1](#) Waste Fees & Charges 2019/20

D19/51068

**Report authorised by:**

Director - Corporate, Community & Commercial Services



## Fees & Charges 2019/20

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## Maranoa Regional Council

### Development, Facilities & Environmental Services

### Environment, Health, Waste & Rural Land Services

#### Waste

#### Waste Management

Asbestos (Approval form to be completed by applicant) – 48 hours notice required – PLUS State Waste Levy listed below	\$149.60	\$152.60	per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Asbestos – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Batteries (Recyclable) – PLUS State Waste Levy listed below	No Charge		each	Local Government Act 2009   S 97	Y	Waste	C	Draft
Batteries (Recyclable) – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in a Resource Recovery Area (RRA)								
Clean Soil – PLUS State Waste Levy listed below	No Charge			Local Government Act 2009	Y	Waste	C	Draft
Clean Soil – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Commercial and Industrial – General Waste – at facilities with no weighbridge (See Description) – PLUS State Waste Levy listed below	\$17.40	\$17.70	per cubic metre	Local Government Act 2009   S 97	Y	Waste	C	Draft
Note: At waste facilities with no weighbridge prior approval required.								

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
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### Waste Management [continued]

Commercial and Industrial – General Waste – at facilities with no weighbridge – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Commercial and Industrial – General Waste – to be weighed (See Description) – PLUS State Waste Levy listed below	\$54.60	\$55.70	per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Note: At waste facilities with no weighbridge prior approval required.								
Commercial and Industrial – General Waste – to be weighed (See Description) – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Commercial and Industrial & Construction and Demolition – Trailer (6 x 4 box trailer) – PLUS State Waste Levy listed below	\$17.40	\$17.70	per load	Local Government Act 2009   S 97	Y	Waste	C	Draft
Commercial and Industrial & Construction and Demolition – Trailer (6 x 4 box trailer) – State Waste Levy	\$0.00	\$20.63	per load	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Commercial and Industrial & Construction and Demolition – Ute – PLUS State Waste Levy listed below	\$17.40	\$17.70	per load	Local Government Act 2009   S 97	Y	Waste	C	Draft
Commercial and Industrial & Construction and Demolition – Ute – State Waste Levy	\$0.00	\$16.50	per load	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Commercial and Industrial & Construction and Demolition – Ute & Trailer (6 x 4 box trailer) – PLUS State Waste Levy listed below	\$28.30	\$28.90	per load	Local Government Act 2009   S 97	Y	Waste	C	Draft
Commercial and Industrial & Construction and Demolition – Ute & Trailer (6 x 4 box trailer) – State Waste Levy	\$0.00	\$33.00	per load	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Construction & Demolition – Builders' Waste – at facilities with no weighbridge (See Description) – PLUS State Waste Levy listed below	\$17.40	\$17.70	per cubic metre	Local Government Act 2009   S 97	Y	Waste	C	Draft
Note: At waste facilities with no weighbridge prior approval required.								
Construction & Demolition – Builders' Waste – at facilities with no weighbridge (See Description) – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
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### Waste Management [continued]

Construction & Demolition – Builders' Waste – to be weighed (See Description) – PLUS State Waste Levy listed below	\$54.60	\$55.70	per tonne (mixed load)	Local Government Act 2009   S 97	Y	Waste	C	Draft
Note: At waste facilities with no weighbridge prior approval required.								
Construction & Demolition – Builders' Waste – to be weighed (See Description) – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Construction & Demolition – Concrete Clean (no rubbish or soil) – PLUS State Waste Levy listed below	\$33.80	\$34.50	per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Construction & Demolition – Concrete Clean (no rubbish or soil) – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Construction & Demolition – Concrete Clean (no rubbish or soil) – at facilities with no weighbridge – PLUS State Waste Levy listed below	\$33.80	\$34.50	per cubic metre	Local Government Act 2009   S 97	Y	Waste	C	Draft
Construction & Demolition – Concrete Clean (no rubbish or soil) – at facilities with no weighbridge – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Dead Animal Disposal (Does not include collection) – Dog, Cat – PLUS State Waste Levy listed below	\$21.00	\$21.40	per animal	Local Government Act 2009   S 97	Y	Waste	C	Draft
Dead Animal Disposal (Does not include collection) – Dog, Cat – State Waste Levy	\$0.00	\$2.31	per animal	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Dead Animal Disposal (Does not include collection) – Horse, Cattle, Donkey – PLUS State Waste Levy listed below	\$73.48	\$74.95	per animal	Local Government Act 2009   S 97	Y	Waste	C	Draft
Or animal of similar size to horse/cattle/donkey								
Dead Animal Disposal (Does not include collection) – Horse, Cattle, Donkey – State Waste Levy	\$0.00	\$40.43	per animal	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Dead Animal Disposal (Does not include collection) – Pig, Sheep, Goat – PLUS State Waste Levy listed below	\$21.00	\$21.42	per animal	Local Government Act 2009   S 97	Y	Waste	C	Draft
Dead Animal Disposal (Does not include collection) – Pig, Sheep, Goat – State Waste Levy	\$0.00	\$11.55	per animal	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Domestic (waste with root balls, stumps, large trunks) – PLUS State Waste Levy listed below	No Charge		per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
<b>Waste Management</b> [continued]								
Domestic (waste with root balls, stumps, large trunks) – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Domestic Waste (Box Trailer / Car Boot / Utility) – PLUS State Waste Levy listed below	No Charge			Local Government Act 2009   S 97	Y	Waste	C	Draft
Domestic Waste (Box Trailer / Car Boot / Utility) – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Green Waste – Commercial – PLUS State Waste Levy listed below	No Charge		per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Green Waste – Commercial – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Green Waste – Commercial Business Ute and Trailer (Box Trailer 6x4) – PLUS State Waste Levy listed below	No Charge		per load	Local Government Act 2009   S 97	Y	Waste	C	Draft
Green Waste – Commercial Business Ute and Trailer (Box Trailer 6x4) – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if deposited in Resource Recovery Area (RRA)								
Green Waste – Domestic – PLUS State Waste Levy listed below	No Charge			Local Government Act 2009   S 97	Y	Waste	C	Draft
Green Waste – Domestic – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Green Waste – Ute or Trailer – PLUS State Waste Levy listed below	No Charge		per load	Local Government Act 2009   S 97	Y	Waste	C	Draft
Green Waste – Ute or Trailer – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Grey Water & Septic Tank Silage – State Waste Levy	\$0.00	\$115.50	per 1000 litres	Waste Reduction and Recycling Act 2011	Y	Sewerage	R	Draft

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
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### Waste Management [continued]

High Level Contaminated Soil (not suitable for day cover) – PLUS State Waste Levy listed below	Price on Application.			Local Government Act 2009   S 97	Y	Waste	C	Draft
	Last YR Fee Applicant must provide laboratory analyses of soil prior to Council approval. Price on Application.							
Applicant must provide laboratory analyses of soil prior to Council approval								
High Level Contaminated Soil (not suitable for day cover) – State Waste Levy	\$0.00	\$170.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Locked Waste Transfer Station – Annual fee for clients that have a key for a locked facility	\$123.40	\$125.90	per year	Local Government Act 2009   S 97	Y	Waste	C	Draft
Locked Waste Transfer Station – Key Bond	\$56.80	\$57.90	per key	Local Government Act 2009   S 97	N	Waste	C	Draft
Low Level Contaminated Soil (suitable for day cover) – PLUS State Waste Levy listed below	\$39.20	\$40.00	per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Low Level Contaminated Soil (suitable for day cover) – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Motor oil – PLUS State Waste Levy listed below	No Charge			Local Government Act 2009	Y	Waste	C	Draft
Motor oil – State Waste Levy	\$0.00	\$115.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Other Regulated Waste – PLUS State Waste Levy listed below	Price on Application		per application	Local Government Act 2009   S 97	Y	Waste	C	Draft
Other Regulated Waste – State Waste Levy	Price on Application			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Pallets – PLUS State Waste Levy listed below	\$17.40	\$17.70	per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
Pallets – State Waste Levy	\$0.00	\$82.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
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### Waste Management [continued]

Power Poles or Treated Poles – PLUS State Waste Levy listed below	\$44.70	\$45.60	per pole	Local Government Act 2009   S 97	Y	Waste	C	Draft
Power Poles or Treated Poles – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Sale of second hand goods at waste facility	Prices set by Chief Executive Officer or delegate		Prices set by CEO or delegate	Local Government Act 2009   S 97	Y	Waste	C	Draft
Scrap Steel, Car Bodies, White Goods – PLUS State Waste Levy listed below	No Charge			Local Government Act 2009	Y	Waste	C	Draft
Scrap Steel, Car Bodies, White Goods – State Waste Levy	Exempt - No Charge			Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Exempt if Deposited in Resource Recovery Area (RRA)								
Trade Waste – Application	\$324.80	\$331.30	per application	Local Government Act 2009   S 97	Y	Waste	C	Draft
Trade Waste – Category 1 – PLUS State Waste Levy listed below	\$389.70	\$397.50	per application	Local Government Act 2009   S 97	Y	Waste	C	Draft
Trade Waste – Category 2 – PLUS State Waste Levy listed below	\$389.70	\$397.50	per application	Local Government Act 2009   S 97	Y	Waste	C	Draft
Trade Waste – Category 3 – PLUS State Waste Levy listed below	Price on Application		per application	Local Government Act 2009   S 97	Y	Waste	C	Draft
Trade Waste – Category 1,2 & 3 – State Waste Levy	\$0.00	\$115.50	per tonne	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Tyres (See Description) – Car Tyre – PLUS State Waste Levy listed below	\$9.90	\$10.10	each	Local Government Act 2009   S 97	Y	Waste	C	Draft
Disposal of bulk tyres prohibited unless written authorisation given by Authorised Office of Council								
Tyres – Car Tyre – State Waste Levy	\$0.00	\$2.89	per tyre	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Tyres (See Description) – Truck Tyre – PLUS State Waste Levy listed below	\$19.70	\$20.10	each	Local Government Act 2009   S 97	Y	Waste	C	Draft
Disposal of bulk tyres prohibited unless written authorisation given by Authorised Office of Council								

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Name	Year 18/19 Last YR Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	Legislation	GST	Fee Category	Fee Type	Status
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### Waste Management [continued]

Tyres – Truck Tyre – add State Waste Levy	\$0.00	\$5.78	per tyre	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Tyres (See Description) – Tractor / Earthmoving Tyre – PLUS State Waste Levy listed below	\$78.60	\$80.20	each	Local Government Act 2009   S 97	Y	Waste	C	Draft
Disposal of bulk tyres prohibited unless written authorisation given by Authorised Office of Council								
Tyres – Tractor / Earthmoving Tyre – State Waste Levy	\$0.00	\$28.88	per tyre	Waste Reduction and Recycling Act 2011	Y	Waste	R	Draft
Unauthorised disposal of waste at a facility which contravenes Council policy or facility signage – no weighbridge (See Description)	Minimum \$400 and/or cost to Council to separate, clean up or remove. Per Incident		per cubic metre	Local Government Act 2009   S 97	Y	Waste	C	Draft
	Last YR Fee Minimum \$350 and/or cost to Council to separate, clean up or remove. Per Incident							
Unauthorised disposal of waste at a facility which contravenes Council policy or facility signage (See Description)	Minimum \$300 and/or cost to Council to separate, clean up or remove. Per Incident		per tonne	Local Government Act 2009   S 97	Y	Waste	C	Draft
	Last YR Fee Minimum \$250 and/or cost to Council to separate, clean up or remove. Per Incident							

Fee Name	Parent	Page
<b>Index of all fees</b>		
<b>A</b>		
Asbestos – State Waste Levy	[Waste Management]	3
Asbestos (Approval form to be completed by applicant) – 48 hours notice required – PLUS State Waste Levy listed below	[Waste Management]	3
<b>B</b>		
Batteries (Recyclable) – PLUS State Waste Levy listed below	[Waste Management]	3
Batteries (Recyclable) – State Waste Levy	[Waste Management]	3
<b>C</b>		
Clean Soil – PLUS State Waste Levy listed below	[Waste Management]	3
Clean Soil – State Waste Levy	[Waste Management]	3
Commercial and Industrial – General Waste – at facilities with no weighbridge – State Waste Levy	[Waste Management]	3
Commercial and Industrial – General Waste – at facilities with no weighbridge (See Description) – PLUS State Waste Levy listed below	[Waste Management]	3
Commercial and Industrial – General Waste – to be weighed (See Description) – PLUS State Waste Levy listed below	[Waste Management]	3
Commercial and Industrial – General Waste – to be weighed (See Description) – State Waste Levy	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Trailer (6 x 4 box trailer) – PLUS State Waste Levy listed below	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Trailer (6 x 4 box trailer) – State Waste Levy	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Ute – PLUS State Waste Levy listed below	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Ute – State Waste Levy	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Ute & Trailer (6 x 4 box trailer) – PLUS State Waste Levy listed below	[Waste Management]	3
Commercial and Industrial & Construction and Demolition – Ute & Trailer (6 x 4 box trailer) – State Waste Levy	[Waste Management]	3
Construction & Demolition – Builders' Waste – at facilities with no weighbridge (See Description) – PLUS State Waste Levy listed below	[Waste Management]	3

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Fee Name	Parent	Page
<b>C</b> [continued]		
Construction & Demolition – Builders' Waste – at facilities with no weighbridge (See Description) – State Waste Levy	[Waste Management]	3
Construction & Demolition – Builders' Waste – to be weighed (See Description) – PLUS State Waste Levy listed below	[Waste Management]	5
Construction & Demolition – Builders' Waste – to be weighed (See Description) – State Waste Levy	[Waste Management]	5
Construction & Demolition – Concrete Clean (no rubbish or soil) – at facilities with no weighbridge – PLUS State Waste Levy listed below	[Waste Management]	5
Construction & Demolition – Concrete Clean (no rubbish or soil) – at facilities with no weighbridge – State Waste Levy	[Waste Management]	5
Construction & Demolition – Concrete Clean (no rubbish or soil) – PLUS State Waste Levy listed below	[Waste Management]	5
Construction & Demolition – Concrete Clean (no rubbish or soil) – State Waste Levy	[Waste Management]	5
<b>D</b>		
Dead Animal Disposal (Does not include collection) – Dog, Cat – PLUS State Waste Levy listed below	[Waste Management]	5
Dead Animal Disposal (Does not include collection) – Dog, Cat – State Waste Levy	[Waste Management]	5
Dead Animal Disposal (Does not include collection) – Horse, Cattle, Donkey – PLUS State Waste Levy listed below	[Waste Management]	5
Dead Animal Disposal (Does not include collection) – Horse, Cattle, Donkey – State Waste Levy	[Waste Management]	5
Dead Animal Disposal (Does not include collection) – Pig, Sheep, Goat – PLUS State Waste Levy listed below	[Waste Management]	5
Dead Animal Disposal (Does not include collection) – Pig, Sheep, Goat – State Waste Levy	[Waste Management]	5
Domestic (waste with root balls, stumps, large trunks) – PLUS State Waste Levy listed below	[Waste Management]	5
Domestic (waste with root balls, stumps, large trunks) – State Waste Levy	[Waste Management]	6
Domestic Waste (Box Trailer / Car Boot / Utility) – PLUS State Waste Levy listed below	[Waste Management]	6
Domestic Waste (Box Trailer / Car Boot / Utility) – State Waste Levy	[Waste Management]	6
<b>G</b>		
Green Waste – Commercial – PLUS State Waste Levy listed below	[Waste Management]	6
Green Waste – Commercial – State Waste Levy	[Waste Management]	6

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Fee Name	Parent	Page
<b>G</b> [continued]		
Green Waste – Commercial Business Ute and Trailer (Box Trailer 6x4) – PLUS State Waste Levy listed below	[Waste Management]	6
Green Waste – Commercial Business Ute and Trailer (Box Trailer 6x4) – State Waste Levy	[Waste Management]	6
Green Waste – Domestic – PLUS State Waste Levy listed below	[Waste Management]	6
Green Waste – Domestic – State Waste Levy	[Waste Management]	6
Green Waste – Ute or Trailer – PLUS State Waste Levy listed below	[Waste Management]	6
Green Waste – Ute or Trailer – State Waste Levy	[Waste Management]	6
Grey Water & Septic Tank Silage – State Waste Levy	[Waste Management]	6
<b>H</b>		
High Level Contaminated Soil (not suitable for day cover) – PLUS State Waste Levy listed below	[Waste Management]	7
High Level Contaminated Soil (not suitable for day cover) – State Waste Levy	[Waste Management]	7
<b>L</b>		
Locked Waste Transfer Station – Annual fee for clients that have a key for a locked facility	[Waste Management]	7
Locked Waste Transfer Station – Key Bond	[Waste Management]	7
Low Level Contaminated Soil (suitable for day cover) – PLUS State Waste Levy listed below	[Waste Management]	7
Low Level Contaminated Soil (suitable for day cover) – State Waste Levy	[Waste Management]	7
<b>M</b>		
Motor oil – PLUS State Waste Levy listed below	[Waste Management]	7
Motor oil – State Waste Levy	[Waste Management]	7
<b>O</b>		
Other Regulated Waste – PLUS State Waste Levy listed below	[Waste Management]	7
Other Regulated Waste – State Waste Levy	[Waste Management]	7
<b>P</b>		
Pallets – PLUS State Waste Levy listed below	[Waste Management]	7
Pallets – State Waste Levy	[Waste Management]	7

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Fee Name	Parent	Page
<b>P</b> [continued]		
Power Poles or Treated Poles – PLUS State Waste Levy listed below	[Waste Management]	8
Power Poles or Treated Poles – State Waste Levy	[Waste Management]	8
<b>S</b>		
Sale of second hand goods at waste facility	[Waste Management]	8
Scrap Steel, Car Bodies, White Goods – PLUS State Waste Levy listed below	[Waste Management]	8
Scrap Steel, Car Bodies, White Goods – State Waste Levy	[Waste Management]	8
<b>T</b>		
Trade Waste – Application	[Waste Management]	8
Trade Waste – Category 1 – PLUS State Waste Levy listed below	[Waste Management]	8
Trade Waste – Category 1,2 & 3 – State Waste Levy	[Waste Management]	8
Trade Waste – Category 2 – PLUS State Waste Levy listed below	[Waste Management]	8
Trade Waste – Category 3 – PLUS State Waste Levy listed below	[Waste Management]	8
Tyres – Car Tyre – State Waste Levy	[Waste Management]	8
Tyres – Tractor / Earthmoving Tyre – State Waste Levy	[Waste Management]	9
Tyres – Truck Tyre – add State Waste Levy	[Waste Management]	9
Tyres (See Description) – Car Tyre – PLUS State Waste Levy listed below	[Waste Management]	8
Tyres (See Description) – Tractor / Earthmoving Tyre – PLUS State Waste Levy listed below	[Waste Management]	9
Tyres (See Description) – Truck Tyre – PLUS State Waste Levy listed below	[Waste Management]	8
<b>U</b>		
Unauthorised disposal of waste at a facility which contravenes Council policy or facility signage – no weighbridge (See Description)	[Waste Management]	9
Unauthorised disposal of waste at a facility which contravenes Council policy or facility signage (See Description)	[Waste Management]	9

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 18 June 2019

**Item Number:** 11.8

**File Number:** D19/51143

**SUBJECT HEADING:** Monthly Financial Reports as at 31 May 2019

**Classification:** Open Access

**Officer's Title:** Specialist - Finance Systems Support

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### **Executive Summary:**

The purpose of this report is for the Chief Executive Officer to present a monthly financial report to Council in accordance with section 204 of the *Local Government Regulation 2012* for the month of May 2019 and year to date.

### **Officer's Recommendation:**

That the monthly financial report for the period ending 31 May 2019 be received and noted.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councilors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Nil

### **Acronyms:**

***Are there any industry abbreviations that will be used in the report?***

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
Nil	Nil

### **Context:**

***Why is the matter coming before Council?***

To comply with section 204 of the *Local Government Regulation 2012*.

### **Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)



This report tables the Statement of Financial Position (balance sheet), Operating Statement (revenue & expenditure) actuals V budget for the period ended 31 May 2019.

For the 11 months ended 31 May 2019 Council's total operating revenue was \$67.7M which represented 88.5% of budget with 91.67% of the year elapsed.

As mentioned in last month's report total operating revenue is down as a result of \$9M of federal assistance grants still to be received in the last week of June.

Based on these assumptions the total operating revenue budget of \$76.5M is expected to be achieved.

Total operating expenditure of \$69.1M is 89% of budget with 91.67% of the year elapsed. As reported last month this is attributable to unassigned salaries & wages liability & vacancies.

Capital expenditure was \$37.4M representing 42.4% of budget with 91.67% of the year elapsed.

Total interest paid on QTC loans to the 31 May 2019 is \$556,579.

#### **Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councilors)

Section 204 of *the Local Government Regulation 2012* states:

#### ***204 Financial report***

- (1) The local government must prepare a financial report.*
- (2) The chief executive officer must present the financial report -*
  - (a) If the local government meets less frequently than monthly - at each meeting of the local government; or*
  - (b) Otherwise - at a meeting of the local government once a month.*
- (3) The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.*

#### **Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

#### **Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Nil

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

Nil

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

The purpose of this report is present the financial report on the progress that has been made in relation to Council's budget for the period 1 July 2018 to 31 May 2019.

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

This report is for information purposes.

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

This report is for information purposes.

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does?)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

**Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councilors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The report is for information purposes only – it is therefore appropriate for it to be received and noted.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy?***

***If so, for what reason?***

That the monthly financial report for the period ending 31 May 2019 be received and noted.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.5 Measure and report on what we've done

2.5.2 Measure and communicate our financial performance on a monthly, quarterly and annual basis to the community and other stakeholders.

**Supporting Documentation:**

1	<a href="#">Balance Sheet as at 31 May 2019</a>	D2019/0051084
2	<a href="#">Total Council Actual V Budget as at 31 May 2019</a>	D2019/0051087
3	<a href="#">Office of the CEO Directorate Actual V Budget as at 31 May 2019</a>	D2019/0051094
4	<a href="#">Corporate Community &amp; Commercial Services Directorate Actual V Budget as at 31 May 2019</a>	D2019/0051098
5	<a href="#">Development Facilities &amp; Environment Directorate Actual V Budget as at 31 May 2019</a>	D2019/0051099
6	<a href="#">Infrastructure Services Directorate Actual V Budget as at 31 May 2019</a>	D2019/0051100
7	<a href="#">Debtors Report May 2019</a>	D2019/0051345

**Report authorised by:**

Director - Corporate, Community & Commercial Services



## Maranoa Regional Council

Actual as at 31 May 2019

## STATEMENT OF FINANCIAL POSITION

	Actual As at 31/5/2019	Actual Audited FY 30/6/2018
<b>Current Assets</b>		
Cash and Cash Equivalents	3,098,220	1,303,000
Investments	71,249,980	72,240,000
Trade & Other Receivables	7,524,270	8,299,000
Inventories - Realisable < 12 Months	1,990,614	1,789,000
	<b>83,863,084</b>	<b>83,631,000</b>
Non Current Assets Held For Sale	0	0
<b>Non-current Assets</b>		
Infrastructure Property Plant Equipment	726,383,751	732,133,000
Uncapitalised Wip - Contra Assets	65,073,846	45,710,000
	<b>791,457,597</b>	<b>777,843,000</b>
<b>TOTAL ASSETS</b>	<b>875,320,682</b>	<b>861,474,000</b>
<b>Current Liabilities</b>		
Trade & Other Payables	(3,406,376)	(10,766,000)
Short Term Provisions	(6,414,581)	(3,308,000)
Suspense	(235,670)	(145,000)
Borrowings	(1,599,613)	(1,600,000)
	<b>(11,656,240)</b>	<b>(15,819,000)</b>
<b>Non-current Liabilities</b>		
Long Term Provisions	(2,259,369)	(2,260,000)
Long Term Borrowings	(11,430,749)	(12,721,000)
	<b>(13,690,117)</b>	<b>(14,981,000)</b>
<b>TOTAL LIABILITIES</b>	<b>(25,346,357)</b>	<b>(30,800,000)</b>
<b>NET COMMUNITY ASSETS</b>	<b>849,974,324</b>	<b>830,674,000</b>
<b>Community Equity</b>		
Asset Revaluation Reserve	(283,300,640)	(283,169,000)
Accumulated Surplus	(522,769,441)	(503,601,000)
Other Reserves	(43,904,243)	(43,904,000)
<b>TOTAL COMMUNITY EQUITY</b>	<b>(849,974,324)</b>	<b>(830,674,000)</b>



**Maranoa Regional Council**  
**Actual vs. Budget for eleven months ended**  
**31 May 2019**

**TOTAL COUNCIL**

	Current Budget 2018-2019	% of Year Elapsed - 91.67%		Comments
		Actual 31/5/2019	% Variance	
<b>Operating Revenue</b>				
Rates and levies	(33,764,586)	(32,619,908)	96.6%	
Sale of goods and major services	(2,173,513)	(3,529,590)	162.4%	Refer Infrastructure Directorate
Commercial fees and charges	(10,498,870)	(9,748,770)	92.9%	
Statutory fees and charges	(799,721)	(891,970)	111.5%	Refer Development facilities & Environment Directorate
Rental and levies	(714,952)	(605,029)	84.6%	
Interest received	(1,650,000)	(1,615,691)	97.9%	
Sales of contract and recoverable works	(84,205)	(524,217)	622.5%	Refer Infrastructure Directorate
Other Revenue	(1,924,496)	(1,788,912)	93.0%	
Reimbursements	(2,935,540)	(3,175,668)	108.2%	
Grants subsidies and contributions	(20,810,439)	(12,046,235)	57.9%	Prepaid Federal assistance grants
Internal Transaction	(1,170,621)	(1,187,070)	101.4%	
<b>Total Operating Revenue</b>	<b>(76,526,943)</b>	<b>(67,733,059)</b>	<b>88.5%</b>	
<b>Operating Expenses</b>				
Employee Costs	36,424,494	30,287,362	83.2%	Unassigned salaries & wages liability & vacancies
Materials and services	29,269,864	27,057,955	92.4%	
Plant hire internal	(2,512,584)	(2,399,522)	95.5%	
Overhead recovery	(10,412,452)	(7,140,130)	68.6%	
Contracts	3,876,592	2,846,654	73.4%	
Finance Costs	753,292	556,579	73.9%	
Depreciation Amortisation and Impairment	20,081,435	17,768,255	88.5%	
Other Expenses	106,312	101,345	95.3%	
<b>Total Operating Expenses</b>	<b>77,586,953</b>	<b>69,078,497</b>	<b>89.0%</b>	
<b>Reserve Transfers</b>				
Transfer to reserves for operational	4,363,163	0	0.0%	
Transfer from reserves for operational	(1,740,815)	0	0.0%	
Transfer to reserves for capital	936,743	0	0.0%	
Transfer from reserves for capital	(27,587,541)	0	0.0%	
<b>Operating (Surplus)/Deficit Before Capital Items</b>	<b>(22,968,440)</b>	<b>1,345,438</b>	<b>-5.9%</b>	
<b>Capital Revenues and Expenses</b>				
Commonwealth government capital grants	(2,079,613)	(2,284,471)	109.9%	
State govt capital grants and subsidies	(19,917,812)	(11,069,986)	55.6%	
Other capital grants and subsidies	0	0	0.0%	
Developer capital contributions	(25,944,555)	(13,094,826)	50.5%	
<b>Operating (Surplus)/Deficit After Capital Items</b>	<b>(70,910,420)</b>	<b>(25,103,846)</b>	<b>35.4%</b>	
<b>Sources and Applications of Capital Funding</b>				
<b>Capital Funding Sources</b>				
Loans Contra	(4,500,000)	0	0.0%	
Sale Proceeds - Contra Sales	(533,000)	(223,204)	41.9%	
Funded depreciation	0	0	0.0%	
<b>Total Capital Funding Sources Used</b>	<b>(5,033,000)</b>	<b>(223,204)</b>	<b>4.4%</b>	
<b>Capital Funding Applications</b>				
Uncapitalised Wip - Contra Assets	88,226,626	37,409,462	42.4%	
Loan redemption	1,751,212	1,290,120	73.7%	
<b>Total Capital Funding Applications</b>	<b>89,977,838</b>	<b>38,699,582</b>	<b>43.0%</b>	



**Maranoa Regional Council**  
**Actual vs. Budget for eleven months ended**  
**31 May 2019**

**OFFICE OF THE CEO DIRECTORATE**

	Current Budget 2018-2019	% of Year Elapsed - 91.67%		Comments
		Actual 31/5/2019	% Variance	
<b>Operating Revenue</b>				
Rates and levies	0	0	0.0%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	0	0	0.0%	
Statutory fees and charges	0	0	0.0%	
Rental and levies	0	0	0.0%	
Interest received	0	0	0.0%	
Sales of contract and recoverable works	0	0	0.0%	
Other Revenue	(102,578)	(143,499)	139.9%	LGW workcare reimbursements
Reimbursements	0	0	0.0%	
Grants subsidies and contributions	(26,000)	(26,000)	100.0%	Grant Dept education & training refund
Internal Transaction	0	0	0.0%	
<b>Total Operating Revenue</b>	<b>(128,578)</b>	<b>(169,499)</b>	<b>131.8%</b>	
<b>Operating Expenses</b>				
Employee Costs	1,596,407	1,187,668	74.4%	Unassigned salaries & wages liability & vacancies
Materials and services	1,032,288	703,061	68.1%	
Plant hire internal	22,223	5,565	25.0%	
Overhead recovery	0	0	0.0%	
Contracts	0	0	0.0%	
Finance Costs	0	0	0.0%	
Depreciation Amortisation and Impairment	0	0	0.0%	
Other Expenses	0	0	0.0%	
<b>Total Operating Expenses</b>	<b>2,650,918</b>	<b>1,896,294</b>	<b>71.5%</b>	
<b>Reserve Transfers</b>				
Transfer to reserves for operational	0	0	0.0%	
Transfer from reserves for operational	(100,398)	0	0.0%	
Transfer to reserves for capital	0	0	0.0%	
Transfer from reserves for capital	0	0	0.0%	
<b>Operating (Surplus)/Deficit Before Capital Items</b>	<b>2,421,942</b>	<b>1,726,795</b>	<b>71.3%</b>	
<b>Capital Revenues and Expenses</b>				
Commonwealth government capital grants	0	0	0.0%	
State govt capital grants and subsidies	0	0	0.0%	
Other capital grants and subsidies	0	0	0.0%	
Developer capital contributions	0	0	0.0%	
<b>Operating (Surplus)/Deficit After Capital Items</b>	<b>2,421,942</b>	<b>1,726,795</b>	<b>71.3%</b>	
<b>Sources and Applications of Capital Funding</b>				
<b>Capital Funding Sources</b>				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	0	0	0.0%	
Funded depreciation	0	0	0.0%	
<b>Total Capital Funding Sources Used</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	
<b>Capital Funding Applications</b>				
Uncapitalised Wip - Contra Assets	12,259	12,259	100.0%	
Loan redemption	0	0	0.0%	
<b>Total Capital Funding Applications</b>	<b>12,259</b>	<b>12,259</b>	<b>100.0%</b>	



**Maranoa Regional Council**  
**Actual vs. Budget for eleven months ended**  
**31 May 2019**

**CORPORATE, COMMUNITY & COMMERCIAL SERVICES DIRECTORATE**

	Current Budget 2018-2019	% of Year Elapsed - 91.67%		Comments
		Actual 31/5/2019	Variance	
<b>Operating Revenue</b>				
Rates and levies	(23,403,279)	(22,159,419)	94.7%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	(4,345,593)	(4,224,690)	97.2%	
Statutory fees and charges	(141,070)	(163,349)	115.8%	
Rental and levies	0	0	0.0%	
Interest received	(1,650,000)	(1,615,691)	97.9%	
Sales of contract and recoverable works	0	0	0.0%	
Other Revenue	(250,000)	(229,703)	91.9%	
Reimbursements	0	0	0.0%	
Grants subsidies and contributions	(13,842,969)	(6,905,129)	49.9%	Prepaid Federal assistance grants
Internal Transaction	0	(82,701)	0.0%	
<b>Total Operating Revenue</b>	<b>(43,632,911)</b>	<b>(35,380,683)</b>	<b>81.1%</b>	
<b>Operating Expenses</b>				
Employee Costs	13,715,120	11,837,433	86.3%	Unassigned salaries & wages liability & vacancies
Materials and services	5,046,083	4,316,718	85.5%	
Plant hire internal	313,432	255,377	81.5%	
Overhead recovery	(10,412,452)	(7,140,130)	68.6%	
Contracts	1,482,120	1,407,701	95.0%	
Finance Costs	156,842	144,059	91.9%	
Depreciation Amortisation and Impairment	397,585	378,415	95.2%	
Other Expenses	88,077	88,861	100.9%	
<b>Total Operating Expenses</b>	<b>10,786,807</b>	<b>11,288,435</b>	<b>104.7%</b>	
<b>Reserve Transfers</b>				
Transfer to reserves for operational	330,404	0	0.0%	
Transfer from reserves for operational	(76,689)	0	0.0%	
Transfer to reserves for capital	0	0	0.0%	
Transfer from reserves for capital	(2,483,404)	0	0.0%	
<b>Operating (Surplus)/Deficit Before Capital Items</b>	<b>(35,075,793)</b>	<b>(24,092,248)</b>	<b>68.7%</b>	
<b>Capital Revenues and Expenses</b>				
Commonwealth government capital grants	0	0	0.0%	
State govt capital grants and subsidies	(8,573,125)	(782,280)	9.1%	
Other capital grants and subsidies	0	0	0.0%	
Developer capital contributions	0	0	0.0%	
<b>Operating (Surplus)/Deficit After Capital Items</b>	<b>(43,648,918)</b>	<b>(24,874,528)</b>	<b>57.0%</b>	
<b>Sources and Applications of Capital Funding</b>				
<b>Capital Funding Sources</b>				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	0	0	0.0%	
Funded depreciation	0	0	0.0%	
<b>Total Capital Funding Sources Used</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	
<b>Capital Funding Applications</b>				
Uncapitalised Wip - Contra Assets	11,539,098	2,510,416	21.8%	
Loan redemption	230,907	376,514	163.1%	Redemption incorrectly charged should be part Dev Fac Env
<b>Total Capital Funding Applications</b>	<b>11,770,005</b>	<b>2,886,929</b>	<b>24.5%</b>	





**Maranoa Regional Council**  
**Actual vs. Budget for eleven months ended**  
**31 May 2019**

**DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES DIRECTORATE**

	Current Budget 2018-2019	% of Year Elapsed - 91.67%		Comments
		Actual 31/5/2019	% Variance	
<b>Operating Revenue</b>				
Rates and levies	(2,326,207)	(2,259,109)	97.1%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	(1,104,350)	(1,050,180)	95.1%	
Statutory fees and charges	(266,551)	(326,779)	122.6%	Increase in Rural land services, planning & building fees
Rental and levies	(714,952)	(605,029)	84.6%	
Interest received	0	0	0.0%	
Sales of contract and recoverable works	0	0	0.0%	
Other Revenue	(141,300)	(212,605)	150.5%	Increase in waste management revenue
Reimbursements	(90,540)	0	0.0%	
Grants subsidies and contributions	(860,834)	(962,342)	111.8%	
Internal Transaction	9,379	20,150	214.8%	
<b>Total Operating Revenue</b>	<b>(5,495,355)</b>	<b>(5,395,894)</b>	<b>98.2%</b>	
<b>Operating Expenses</b>				
Employee Costs	5,923,129	4,949,941	83.6%	Unassigned salaries & wages liability & vacancies
Materials and services	8,278,678	6,975,591	84.3%	
Plant hire internal	846,371	767,978	90.7%	
Overhead recovery	0	0	0.0%	
Contracts	1,175,137	1,161,927	98.9%	
Finance Costs	37,780	0	0.0%	
Depreciation Amortisation and Impairment	2,508,056	2,334,194	93.1%	
Other Expenses	0	0	0.0%	
<b>Total Operating Expenses</b>	<b>18,769,151</b>	<b>16,189,631</b>	<b>86.3%</b>	
<b>Reserve Transfers</b>				
Transfer to reserves for operational	171,449	0	0.0%	
Transfer from reserves for operational	(318,409)	0	0.0%	
Transfer to reserves for capital	69,285	0	0.0%	
Transfer from reserves for capital	(3,465,908)	0	0.0%	
<b>Operating (Surplus)/Deficit Before Capital Items</b>	<b>9,730,213</b>	<b>10,793,736</b>	<b>110.9%</b>	
<b>Capital Revenues and Expenses</b>				
Commonwealth government capital grants	0	(500,000)	0.0%	
State govt capital grants and subsidies	(1,246,150)	(156,565)	12.6%	
Other capital grants and subsidies	0	0	0.0%	
Developer capital contributions	(157,785)	(337,885)	214.1%	
<b>Operating (Surplus)/Deficit After Capital Items</b>	<b>8,326,278</b>	<b>9,799,286</b>	<b>117.7%</b>	
<b>Sources and Applications of Capital Funding</b>				
<b>Capital Funding Sources</b>				
Loans Contra	(1,500,000)	0	0.0%	
Sale Proceeds - Contra Sales	0	(223,204)	0.0%	
Funded depreciation	0	0	0.0%	
<b>Total Capital Funding Sources Used</b>	<b>(1,500,000)</b>	<b>(223,204)</b>	<b>14.9%</b>	
<b>Capital Funding Applications</b>				
Uncapitalised Wip - Contra Assets	7,191,072	1,184,925	16.5%	
Loan redemption	284,018	0	0.0%	Redemption incorrectly part charged to CCC directorate
<b>Total Capital Funding Applications</b>	<b>7,475,090</b>	<b>1,184,925</b>	<b>15.9%</b>	





**Maranoa Regional Council**  
**Actual vs. Budget for eleven months ended**  
**31 May 2019**

**INFRASTRUCTURE SERVICES DIRECTORATE**

	Current Budget 2018-2019	% of Year Elapsed - 91.67%		Comments
		Actual 31/5/2019	% Variance	
<b>Operating Revenue</b>				
Rates and levies	(8,035,100)	(8,201,380)	102.1%	
Sale of goods and major services	(2,173,513)	(3,529,590)	162.4%	Increase in Roma Quarry sales
Commercial fees and charges	(5,048,927)	(4,473,900)	88.6%	
Statutory fees and charges	(392,100)	(401,842)	102.5%	
Rental and levies	0	0	0.0%	
Interest received	0	0	0.0%	
Sales of contract and recoverable works	(84,205)	(524,217)	622.5%	Recoverable works Santos
Other Revenue	(1,430,618)	(1,203,104)	84.1%	
Reimbursements	(2,845,000)	(3,175,668)	111.6%	
Grants subsidies and contributions	(6,080,636)	(4,152,764)	68.3%	Prepaid Federal assistance grants
Internal Transaction	(1,180,000)	(1,124,519)	95.3%	
<b>Total Operating Revenue</b>	<b>(27,270,099)</b>	<b>(26,786,983)</b>	<b>98.2%</b>	
<b>Operating Expenses</b>				
Employee Costs	15,189,838	12,312,320	81.1%	Unassigned salaries & wages liability & vacancies
Materials and services	14,912,815	15,062,585	101.0%	
Plant hire internal	(3,694,610)	(3,428,441)	92.8%	
Overhead recovery	0	0	0.0%	
Contracts	1,219,335	277,026	22.7%	
Finance Costs	558,670	412,520	73.8%	
Depreciation Amortisation and Impairment	17,175,794	15,055,646	87.7%	
Other Expenses	18,235	12,484	68.5%	
<b>Total Operating Expenses</b>	<b>45,380,077</b>	<b>39,704,138</b>	<b>87.5%</b>	
<b>Reserve Transfers</b>				
Transfer to reserves for operational	3,861,310	0	0.0%	
Transfer from reserves for operational	(1,245,319)	0	0.0%	
Transfer to reserves for capital	867,458	0	0.0%	
Transfer from reserves for capital	(21,638,229)	0	0.0%	
<b>Operating (Surplus)/Deficit Before Capital Items</b>	<b>(44,802)</b>	<b>12,917,155</b>	<b>-28831.6%</b>	
<b>Capital Revenues and Expenses</b>				
Commonwealth government capital grants	(2,079,613)	(1,784,471)	85.8%	
State govt capital grants and subsidies	(10,098,537)	(10,131,141)	100.3%	
Other capital grants and subsidies	0	0	0.0%	
Developer capital contributions	(25,786,770)	(12,756,941)	49.5%	
<b>Operating (Surplus)/Deficit After Capital Items</b>	<b>(38,009,722)</b>	<b>(11,755,398)</b>	<b>30.9%</b>	
<b>Sources and Applications of Capital Funding</b>				
<b>Capital Funding Sources</b>				
Loans Contra	(3,000,000)	0	0.0%	
Sale Proceeds - Contra Sales	(533,000)	0	0.0%	
Funded depreciation	0	0	0.0%	
<b>Total Capital Funding Sources Used</b>	<b>(3,533,000)</b>	<b>0</b>	<b>0.0%</b>	
<b>Capital Funding Applications</b>				
Uncapitalised Wip - Contra Assets	69,484,197	33,701,862	48.5%	
Loan redemption	1,236,287	913,607	73.9%	
<b>Total Capital Funding Applications</b>	<b>70,720,484</b>	<b>34,615,469</b>	<b>48.9%</b>	

Outstanding Accounts

Category	Percentage
Commercial	70%
Domestic	10%
Disconnected accounts	20%

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No. of Property Transfers processed	22
No. of Valuation changes received	128
Value of Rates adjustments due to changes in valuations/amalgamations/changes in services	Approximately a credit of - \$100,000.00 – Calculations still ongoing.
<b>Revenue collected on behalf of others</b>  State Emergency Services Emergency Management Levy collected, to be remitted to Queensland Fire and Emergency Services:	N/A
<b>Administration of Discounts, Remissions, Concessions</b>  Community Organisation Concession  Pensioner Rebates	N/A
Follow-up of Outstanding Rates Debts	<ul style="list-style-type: none"> <li>• Various payment arrangements were entered into.</li> <li>• 253 Demand letters were posted on 23 May 2019.</li> <li>• Sale of Land – 5 properties have paid in full, 3 properties have got less than \$1,000.00 to pay (this is half the properties that were sent Notices of Intention to Sell).</li> </ul>

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 18 June 2019

**Item Number:** 11.9

**File Number:** D19/51414

**SUBJECT HEADING:** Investment Report as at 31 May 2019

**Classification:** Open Access

**Officer's Title:** Specialist - Finance Systems Support

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### **Executive Summary:**

The purpose of this report is to present the Investment Report (including the Trading Limits Report) as at 31 May 2019.

### **Officer's Recommendation:**

That the Investment Report as at 31 May 2019 be received and noted.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
QTC	Queensland Treasury Corporation
APRA	Australian Prudential Regulation Authority

### **Context:**

***Why is the matter coming before Council?***

The purpose of this report is to present the Investment Report (including the Trading Limits Report) as at 31 May 2019.

### **Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

This report tables the Investment Report which incorporates an Investment Trading Limits Report as at 31 May 2019.

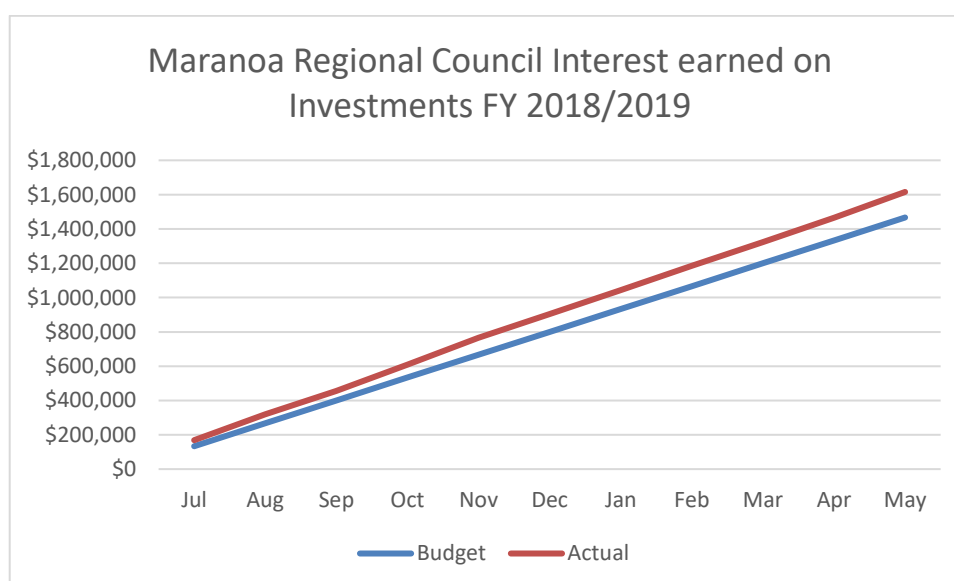
**Maranoa Regional Council**

**General Meeting - 26 June 2019**

For the eleven months ended 31 May 2019 actual interest earned on investments totaled \$1,615,691 which represented 97.9% of the annual budget with 91.67% of the year elapsed.

With one month remaining in this financial year total interest earned on investments will exceed budget by an estimated \$160,000.

Interest earned on Investments		
	Budget	Actual
Jul	\$133,334	\$168,646
Aug	\$266,668	\$319,045
Sep	\$400,002	\$455,132
Oct	\$533,336	\$608,031
Nov	\$666,670	\$764,835
Dec	\$800,004	\$904,364
Jan	\$933,338	\$1,043,587
Feb	\$1,066,672	\$1,185,030
Mar	\$1,200,006	\$1,322,813
Apr	\$1,333,340	\$1,465,116
May	\$1,466,674	\$1,615,691



**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

For information purposes only.

### Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Council has adopted an Investment Policy with a contemporary approach to investments based on an assessment of market and liquidity risk within the legislative framework of the *Statutory Bodies Financial Arrangements Act 1982* and the *Statutory Bodies Financial Arrangements Regulations 2007*.

The sections of the Investment Policy relevant to this report are the Investment Guidelines and in particular the Portfolio Investment parameters and credit requirements.

It should be noted that unrated deposit taking institutions are regulated by the Australian Prudential Regulation Authority (APRA). Investments up to \$250,000 with any one of these institutions are guaranteed by the Australian Government; which ensures they are more secure than A1+ institutions.

Council's maximum investment with any one unrated institution is limited to the guaranteed amount by the Australian Government of \$250,000 - with the total across all institutions in this category limited to 10% of Council's Portfolio.

*(The Australian Prudential Regulation Authority (APRA) is an independent statutory authority established by the Australian Government on 1 July 1998 which supervises institutions across banking, insurance and superannuation. The authority is responsible for maintaining the safety and soundness of financial institutions, such that the community can have confidence that they will meet their financial commitments under all reasonable circumstances. APRA is accountable to the Australian Parliament.)*

The following table shows the credit ratings and counterparty limits for Council: Short Term Rating (Standard & Poor's) or equivalent	Individual Counterparty Limit	Total Limit (Max % of Portfolio)	Maximum Funds (Any one institution)
A1+	25%-35%	100%	\$8M
A1	10%-20%	50%	\$8M
A2 – Financial Institutions only	5%-15%	30%	\$4M
A3 – Financial Institutions only	2%-7%	10%	\$4M
All other approved deposit taking institutions regulated by APRA.	\$250,000 (government guarantee only)	10%	\$250,000
QIC/QTC Pooled Cash Management Funds	100%	100%	Unlimited

Council's Investment Portfolio is the result of investments made with deposit taking institutions based on policy parameters and the best rates available on the day funds are invested.

As a government entity investing substantial funds with each transaction, Council's investments are made directly with a bank's treasury department (or similar as nominated by each bank) to achieve the best possible rate, consistency of returns and reduce potential risk of fraud by locking down where funds can be deposited to and having specific authorisers nominated by the banks.

**Input into the Report & Recommendation:**

*Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?* (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Director Corporate, Community & Commercial Services

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

Not applicable.

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

For information purposes only.

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

For information purposes only.

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

For information purposes only.

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	For information purposes only.

**Advice to Council:**

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The report is for information purposes only – it is therefore appropriate for it to be received and noted.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That the Investment reports for the period ending 31 May 2019 be received and noted.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.5 Measure and report on what we've done

2.5.2 Measure and communicate our financial performance on a monthly, quarterly and annual basis to the community and other stakeholders.

**Supporting Documentation:**

[1](#) Investment Register as at 31 May 2019

D2019/0051132

[2](#) Investment Trading Limits report as at 31 May 2019

D2019/0051129

**Report authorised by:**

Director - Corporate, Community & Commercial Services





# Investment Report Pack

Maranoa Regional Council

1 May 2019 to 31 May 2019



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2. Interest and Distribution Income Received For 1 May 2019 to 31 May 2019
3. Transactions For Period 1 May 2019 to 31 May 2019
4. Interest Income Accrued As At 31 May 2019
5. Portfolio Valuation As At 31 May 2019
6. Portfolio Valuation By Categories As At 31 May 2019
7. Performance Statistics For Period Ending 31 May 2019



## 1. Securities Held By Trading Book Maturing Post 31 May 2019

Latest Deal Code	Latest Deal Settlement Date	Issuer	ISIN	WAL / Interim Maturity Date	Next Coupon Date	Coupon Rate/Latest Yield	Coupon Frequency	Security Type	Security Rating	Face Value Notional	Current Face Value Notional	Market Value
Maranoa Regional Council												
LC73234	31 May 2019	Queensland Treasury Corporation		1 Jun 2019		2.47	Nil	At Call	S&P AA+	43,798,101.27	43,798,101.27	43,798,101.27
LC65186	31 May 2018	Defence Bank Ltd		4 Jun 2019	4 Jun 2019	2.80	Maturity	TD	S&P BBB	2,000,000.00	2,000,000.00	2,056,000.00
LC65203	3 Jul 2018	Bank of Sydney Ltd		3 Jul 2019	3 Jul 2019	2.95	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	256,708.22
LC65204	17 Jul 2018	QPCU LTD t/a QBANK		17 Jul 2019	17 Jul 2019	2.95	Maturity	TD	S&P ST A3	1,000,000.00	1,000,000.00	1,025,701.37
LC68858	15 Feb 2019	Police Credit Union		16 Aug 2019	16 Aug 2019	2.82	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	252,028.08
LC65182	22 Oct 2018	Commonwealth Bank of Australia Ltd		19 Aug 2019	19 Aug 2019	2.70	Maturity	TD	S&P ST A1+	1,000,000.00	1,000,000.00	1,016,347.95
LC65187	5 Oct 2018	National Australia Bank Ltd		8 Oct 2019	8 Oct 2019	2.70	Maturity	TD	S&P ST A1+	2,000,000.00	2,000,000.00	2,035,210.96
LC72719	10 Apr 2019	AMP Bank Ltd		9 Oct 2019	9 Oct 2019	2.70	Maturity	TD	S&P ST A2	2,000,000.00	2,000,000.00	2,007,545.20
LC65205	10 Oct 2018	National Australia Bank Ltd		10 Oct 2019	10 Oct 2019	2.74	Maturity	TD	S&P ST A1+	3,188,186.00	3,188,186.00	3,243,950.43
LC65183	11 Oct 2018	G&C Mutual Bank Limited		10 Oct 2019	10 Oct 2019	2.85	Maturity	TD	S&P ST A3	1,000,000.00	1,000,000.00	1,018,115.07
LC65188	12 Oct 2018	MyState Bank Ltd		14 Oct 2019	14 Oct 2019	2.80	Maturity	TD	Moody's Baa1	1,000,000.00	1,000,000.00	1,017,720.55
LC65189	12 Oct 2018	MyState Bank Ltd		15 Oct 2019	15 Oct 2019	2.80	Maturity	TD	Moody's Baa1	1,000,000.00	1,000,000.00	1,017,720.55
LC65190	12 Oct 2018	G&C Mutual Bank Limited		17 Oct 2019	17 Oct 2019	2.80	Maturity	TD	S&P BBB-	2,000,000.00	2,000,000.00	2,035,441.10
LC67141	21 Jan 2019	AMP Bank Ltd		18 Oct 2019	18 Oct 2019	2.75	Maturity	TD	S&P ST A2	2,000,000.00	2,000,000.00	2,019,589.04
LC65206	30 Oct 2018	Defence Bank Ltd		30 Oct 2019	30 Oct 2019	2.80	Maturity	TD	S&P ST A2	1,000,000.00	1,000,000.00	1,016,339.73
LC73212	8 May 2019	Members Equity Bank Ltd		6 Nov 2019	6 Nov 2019	2.60	Maturity	TD	S&P ST A2	513,693.31	513,693.31	514,534.92
LC68859	18 Feb 2019	AMP Bank Ltd		18 Nov 2019	18 Nov 2019	2.80	Maturity	TD	S&P ST A2	2,000,000.00	2,000,000.00	2,015,649.32
LC65193	20 Nov 2018	National Australia Bank Ltd		20 Nov 2019	20 Nov 2019	2.75	Maturity	TD	S&P ST A1+	500,000.00	500,000.00	507,232.88
LC73213	28 May 2019	Maitland Mutual Building Society Ltd		27 Nov 2019	27 Nov 2019	2.45	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	250,050.34
LC65286	28 Nov 2018	Bank of us t/as B&E Ltd		28 Nov 2019	28 Nov 2019	3.00	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	253,780.82
LC65787	11 Dec 2018	Illawarra Credit Union Ltd		11 Dec 2019	11 Dec 2019	2.90	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	253,396.58
LC65992	14 Dec 2018	Defence Bank Ltd		13 Dec 2019	13 Dec 2019	2.90	Maturity	TD	S&P ST A2	500,000.00	500,000.00	506,673.98
LC67142	16 Jan 2019	MyState Bank Ltd		16 Jan 2020	16 Jan 2020	2.80	Maturity	TD	Moody's ST P-2	1,000,000.00	1,000,000.00	1,010,356.16
LC67159	16 Jan 2019	BankVic		16 Jan 2020	16 Jan 2020	2.80	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	252,589.04
LC70941	24 Apr 2019	Auswide Bank Limited		20 Jan 2020	20 Jan 2020	2.60	Maturity	TD	Moody's ST P-2	1,000,000.00	1,000,000.00	1,002,635.62
LC70012	7 Mar 2019	Bananacoast Community Credit Union Ltd		5 Mar 2020	5 Mar 2020	2.90	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	251,688.36
LC72725	2 Apr 2019	South West Credit Union		1 Apr 2020	1 Apr 2020	2.75	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	251,111.30
LC72466	16 Apr 2019	Arab Bank Australia Ltd		15 Apr 2020	15 Apr 2020	2.80	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	250,863.01
LC72569	24 May 2019	Judo Bank		22 May 2020	22 May 2020	2.70	Maturity	TD	Unrated ST UR	250,000.00	250,000.00	250,129.45
LC73215	23 May 2019	Warwick Credit Union		26 May 2020	26 May 2020	2.50	Maturity	TD	Unrated UR	250,000.00	250,000.00	250,136.99



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Latest Deal Code	Latest Deal Settlement Date	Issuer	ISIN	WAL / Interim Maturity Date	Next Coupon Date	Coupon Rate/Latest Yield	Coupon Frequency	Security Type	Security Rating	Face Value Notional	Current Face Value Notional	Market Value
										71,249,980.58	71,249,980.58	71,637,348.29
Total										71,249,980.58	71,249,980.58	71,637,348.29
Coupon Rate is the full coupon rate at the next coupon date if that next coupon exists.												



## 2. Interest and Distribution Income Received For 1 May 2019 to 31 May 2019

Security ISIN	Security	Income Expense Code	Settlement Date	Face Value (Basis of Interest Calculation)	Consideration Notional	Income Type	Trading Book
	Auswide 2.8 02 May 2019 365DAY TD	IEI83382	2 May 2019	1,000,000.00	28,000.00	Security Coupon Interest	Maranoa Regional Council
	ME Bank 2.75 08 May 2019 183DAY TD	IEI83119	8 May 2019	506,707.00	6,986.31	Security Coupon Interest	Maranoa Regional Council
	Warwick CU 2.8 23 May 2019 365DAY TD	IEI83383	23 May 2019	250,000.00	7,000.00	Security Coupon Interest	Maranoa Regional Council
	MMB 2.8 28 May 2019 370DAY TD	IEI83368	28 May 2019	250,000.00	7,095.89	Security Coupon Interest	Maranoa Regional Council
					49,082.20		



### 3. Transactions For Period 1 May 2019 to 31 May 2019

Security	Security ISIN	Deal Code	Acquisition/ Disposal	Transaction Date	Settlement Date	Face Value Original	Face Value Current	Bond Factor	Capital Price	Accrued Interest Price	Gross Price	Consideration Notional
QTC Maranoa CF At Call		LC73224	Acquisition	2 May 2019	2 May 2019	4,000,000.00	4,000,000.00	1.00000000	100.000	0.000	100.000	4,000,000.00
ME Bank 2.6 06 Nov 2019 182DAY TD		LC73212	Acquisition	8 May 2019	8 May 2019	513,693.31	513,693.31	1.00000000	100.000	0.000	100.000	513,693.31
QTC Maranoa CF At Call		LC73226	Acquisition	9 May 2019	9 May 2019	1,250,000.00	1,250,000.00	1.00000000	100.000	0.000	100.000	1,250,000.00
QTC Maranoa CF At Call		LC73227	Acquisition	13 May 2019	13 May 2019	3,000,000.00	3,000,000.00	1.00000000	100.000	0.000	100.000	3,000,000.00
QTC Maranoa CF At Call		LC73228	Disposal	15 May 2019	15 May 2019	300,000.00	300,000.00	1.00000000	100.000	0.000	100.000	(\$300,000.00)
QTC Maranoa CF At Call		LC73229	Disposal	16 May 2019	16 May 2019	1,250,000.00	1,250,000.00	1.00000000	100.000	0.000	100.000	(\$1,250,000.00)
QTC Maranoa CF At Call		LC73230	Acquisition	20 May 2019	20 May 2019	2,500,000.00	2,500,000.00	1.00000000	100.000	0.000	100.000	2,500,000.00
Warwick CU 2.5 26 May 2020 369DAY TD		LC73215	Acquisition	23 May 2019	23 May 2019	250,000.00	250,000.00	1.00000000	100.000	0.000	100.000	250,000.00
QTC Maranoa CF At Call		LC73231	Disposal	23 May 2019	23 May 2019	1,200,000.00	1,200,000.00	1.00000000	100.000	0.000	100.000	(\$1,200,000.00)
JUDO 2.7 22 May 2020 364DAY TD		LC72569	Acquisition	24 May 2019	24 May 2019	250,000.00	250,000.00	1.00000000	100.000	0.000	100.000	250,000.00
QTC Maranoa CF At Call		LC73232	Disposal	24 May 2019	24 May 2019	250,000.00	250,000.00	1.00000000	100.000	0.000	100.000	(\$250,000.00)
MMB 2.45 27 Nov 2019 183DAY TD		LC73213	Acquisition	28 May 2019	28 May 2019	250,000.00	250,000.00	1.00000000	100.000	0.000	100.000	250,000.00
QTC Maranoa CF At Call		LC73234	Acquisition	31 May 2019	31 May 2019	4,600,000.00	4,600,000.00	1.00000000	100.000	0.000	100.000	4,600,000.00
												13,613,693.31



#### 4. Interest Income Accrued As At 31 May 2019

Latest Deal Code	Security	WAL / Interim Maturity Date	Issue Date	Prior Coupon Date	Next Coupon Date	Accrual Period (Days)	Coupon Rate	Franking Credit Rate	Coupon Frequency	Face Value Notional	Current Face Value Notional	Latest Purchase Consideration	Market Value	Accrued Interest
LC65186	DFB 2.8 04 Jun 2019 369DAY TD	4 Jun 2019	31 May 2018		4 Jun 2019	365	2.8000		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,056,000.00	56,000.00
LC65203	SYD 2.95 03 Jul 2019 365DAY TD	3 Jul 2019	3 Jul 2018		3 Jul 2019	332	2.9500		Maturity	250,000.00	250,000.00	250,000.00	256,708.22	6,708.22
LC65204	Qld Police 2.95 17 Jul 2019 365DAY TD	17 Jul 2019	17 Jul 2018		17 Jul 2019	318	2.9500		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,025,701.37	25,701.37
LC68858	PCUSA 2.82 16 Aug 2019 182DAY TD	16 Aug 2019	15 Feb 2019		16 Aug 2019	105	2.8200		Maturity	250,000.00	250,000.00	250,000.00	252,028.08	2,028.08
LC65182	CBA 2.7 19 Aug 2019 301DAY TD	19 Aug 2019	22 Oct 2018		19 Aug 2019	221	2.7000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,016,347.95	16,347.95
LC65187	NAB 2.7 08 Oct 2019 368DAY TD	8 Oct 2019	5 Oct 2018		8 Oct 2019	238	2.7000		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,035,210.96	35,210.96
LC72719	AMP 2.7 09 Oct 2019 182DAY TD	9 Oct 2019	10 Apr 2019		9 Oct 2019	51	2.7000		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,007,545.20	7,545.21
LC65205	NAB 2.74 10 Oct 2019 365DAY TD	10 Oct 2019	10 Oct 2018		10 Oct 2019	233	2.7400		Maturity	3,188,186.00	3,188,186.00	3,188,186.00	3,243,950.43	55,764.43
LC65183	G&C MB 2.85 10 Oct 2019 364DAY TD	10 Oct 2019	11 Oct 2018		10 Oct 2019	232	2.8500		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,018,115.07	18,115.07
LC65188	MYS 2.8 14 Oct 2019 367DAY TD	14 Oct 2019	12 Oct 2018		14 Oct 2019	231	2.8000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,017,720.55	17,720.55
LC65189	MYS 2.8 15 Oct 2019 368DAY TD	15 Oct 2019	12 Oct 2018		15 Oct 2019	231	2.8000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,017,720.55	17,720.55
LC65190	G&C MB 2.8 17 Oct 2019 370DAY TD	17 Oct 2019	12 Oct 2018		17 Oct 2019	231	2.8000		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,035,441.10	35,441.10
LC67141	AMP 2.75 18 Oct 2019 270DAY TD	18 Oct 2019	21 Jan 2019		18 Oct 2019	130	2.7500		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,019,589.04	19,589.04
LC65206	DFB 2.8 30 Oct 2019 365DAY TD	30 Oct 2019	30 Oct 2018		30 Oct 2019	213	2.8000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,016,339.73	16,339.73
LC73212	ME Bank 2.6 06 Nov 2019 182DAY TD	6 Nov 2019	8 May 2019		6 Nov 2019	23	2.6000		Maturity	513,693.31	513,693.31	513,693.31	514,534.92	841.61
LC68859	AMP 2.8 18 Nov 2019 273DAY TD	18 Nov 2019	18 Feb 2019		18 Nov 2019	102	2.8000		Maturity	2,000,000.00	2,000,000.00	2,000,000.00	2,015,649.32	15,649.32
LC65193	NAB 2.75 20 Nov 2019 365DAY TD	20 Nov 2019	20 Nov 2018		20 Nov 2019	192	2.7500		Maturity	500,000.00	500,000.00	500,000.00	507,232.88	7,232.88
LC73213	MMB 2.45 27 Nov 2019 183DAY TD	27 Nov 2019	28 May 2019		27 Nov 2019	3	2.4500		Maturity	250,000.00	250,000.00	250,000.00	250,050.34	50.34
LC65286	B&E 3 28 Nov 2019 365DAY TD	28 Nov 2019	28 Nov 2018		28 Nov 2019	184	3.0000		Maturity	250,000.00	250,000.00	250,000.00	253,780.82	3,780.82
LC65787	CACU 2.9 11 Dec 2019 365DAY TD	11 Dec 2019	11 Dec 2018		11 Dec 2019	171	2.9000		Maturity	250,000.00	250,000.00	250,000.00	253,396.58	3,396.58
LC65992	DFB 2.9 13 Dec 2019 364DAY TD	13 Dec 2019	14 Dec 2018		13 Dec 2019	168	2.9000		Maturity	500,000.00	500,000.00	500,000.00	506,673.98	6,673.97
LC67142	MYS 2.8 16 Jan 2020 365DAY TD	16 Jan 2020	16 Jan 2019		16 Jan 2020	135	2.8000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,010,356.16	10,356.16
LC67159	BVIC 2.8 16 Jan 2020 365DAY TD	16 Jan 2020	16 Jan 2019		16 Jan 2020	135	2.8000		Maturity	250,000.00	250,000.00	250,000.00	252,589.04	2,589.04
LC70941	Auswide 2.6 20 Jan 2020 271DAY TD	20 Jan 2020	24 Apr 2019		20 Jan 2020	37	2.6000		Maturity	1,000,000.00	1,000,000.00	1,000,000.00	1,002,635.62	2,635.62
LC70012	BCCU 2.9 05 Mar 2020 364DAY TD	5 Mar 2020	7 Mar 2019		5 Mar 2020	85	2.9000		Maturity	250,000.00	250,000.00	250,000.00	251,688.36	1,688.36
LC72725	SWCU 2.75 01 Apr 2020 365DAY TD	1 Apr 2020	2 Apr 2019		1 Apr 2020	59	2.7500		Maturity	250,000.00	250,000.00	250,000.00	251,111.30	1,111.30
LC72466	ARA 2.8 15 Apr 2020 365DAY TD	15 Apr 2020	16 Apr 2019		15 Apr 2020	45	2.8000		Maturity	250,000.00	250,000.00	250,000.00	250,863.01	863.01
LC72569	JUDO 2.7 22 May 2020 364DAY TD	22 May 2020	24 May 2019		22 May 2020	7	2.7000		Maturity	250,000.00	250,000.00	250,000.00	250,129.45	129.45
LC73215	Warwick CU 2.5 26 May 2020 369DAY TD	26 May 2020	23 May 2019		26 May 2020	8	2.5000		Maturity	250,000.00	250,000.00	250,000.00	250,136.99	136.99
										<b>27,451,879.31</b>	<b>27,451,879.31</b>		<b>27,839,247.02</b>	<b>387,367.71</b>

Coupon Rate is the full coupon rate at the next coupon date if that next coupon exists. Accrued Interest is calculated as Current Face Value x Coupon Rate ( Adjusted by Franking Credit Rate ) x ( Days Since Prior Coupon or Issue Date / 365). The accrued interest component of the Market Value does not consider the franking credit rate and is instead based upon market prices.



## 5. Portfolio Valuation As At 31 May 2019

Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Market Value	% Total Value	Running Yield	Weighted Running Yield
At Call Deposit											
QTC Maranoa CF At Call	S&P AA+		43,798,101.27	1.00000000	43,798,101.27	100.000	0.000	<b>43,798,101.27</b>	61.14%	2.47%	
			43,798,101.27		43,798,101.27			<b>43,798,101.27</b>	61.14%		2.47%
Term Deposit											





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Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Market Value	% Total Value	Running Yield	Weighted Running Yield
AMP 2.7 09 Oct 2019 182DAY TD	S&P ST A2		2,000,000.00	1.00000000	2,000,000.00	100.000	0.377	2,007,545.20	2.80%	2.70%	
AMP 2.75 18 Oct 2019 270DAY TD	S&P ST A2		2,000,000.00	1.00000000	2,000,000.00	100.000	0.979	2,019,589.04	2.82%	2.75%	
AMP 2.8 18 Nov 2019 273DAY TD	S&P ST A2		2,000,000.00	1.00000000	2,000,000.00	100.000	0.782	2,015,649.32	2.81%	2.80%	
ARA 2.8 15 Apr 2020 365DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.345	250,863.01	0.35%	2.80%	
Auswide 2.6 20 Jan 2020 271DAY TD	Moody's ST P-2		1,000,000.00	1.00000000	1,000,000.00	100.000	0.264	1,002,635.62	1.40%	2.60%	
BCCU 2.9 05 Mar 2020 364DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.675	251,688.36	0.35%	2.90%	
SYD 2.95 03 Jul 2019 365DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	2.683	256,708.22	0.36%	2.95%	
B&E 3 28 Nov 2019 365DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	1.512	253,780.82	0.35%	3.00%	
BVIC 2.8 16 Jan 2020 365DAY TD	Moody's ST P-2		250,000.00	1.00000000	250,000.00	100.000	1.036	252,589.04	0.35%	2.80%	
CBA 2.7 19 Aug 2019 301DAY TD	S&P ST A1+		1,000,000.00	1.00000000	1,000,000.00	100.000	1.635	1,016,347.95	1.42%	2.70%	
DFB 2.8 04 Jun 2019 369DAY TD	S&P ST A2		2,000,000.00	1.00000000	2,000,000.00	100.000	2.800	2,056,000.00	2.87%	2.80%	
DFB 2.8 30 Oct 2019 365DAY TD	S&P ST A2		1,000,000.00	1.00000000	1,000,000.00	100.000	1.634	1,016,339.73	1.42%	2.80%	
DFB 2.9 13 Dec 2019 364DAY TD	S&P ST A2		500,000.00	1.00000000	500,000.00	100.000	1.335	506,673.98	0.71%	2.90%	
G&C MB 2.85 10 Oct 2019 364DAY TD	S&P ST A3		1,000,000.00	1.00000000	1,000,000.00	100.000	1.812	1,018,115.07	1.42%	2.85%	
G&C MB 2.8 17 Oct 2019 370DAY TD	S&P ST A3		2,000,000.00	1.00000000	2,000,000.00	100.000	1.772	2,035,441.10	2.84%	2.80%	
CACU 2.9 11 Dec 2019 365DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	1.359	253,396.58	0.35%	2.90%	
JUDO 2.7 22 May 2020 364DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.052	250,129.45	0.35%	2.70%	
MMB 2.45 27 Nov 2019 183DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.020	250,050.34	0.35%	2.45%	
ME Bank 2.6 06 Nov 2019 182DAY TD	S&P ST A2		513,693.31	1.00000000	513,693.31	100.000	0.164	514,534.92	0.72%	2.60%	
MYS 2.8 14 Oct 2019 367DAY TD	Moody's ST P-2		1,000,000.00	1.00000000	1,000,000.00	100.000	1.772	1,017,720.55	1.42%	2.80%	
MYS 2.8 15 Oct 2019 368DAY TD	Moody's ST P-2		1,000,000.00	1.00000000	1,000,000.00	100.000	1.772	1,017,720.55	1.42%	2.80%	
MYS 2.8 16 Jan 2020 365DAY TD	Moody's ST P-2		1,000,000.00	1.00000000	1,000,000.00	100.000	1.036	1,010,356.16	1.41%	2.80%	
NAB 2.7 08 Oct 2019 368DAY TD	S&P ST A1+		2,000,000.00	1.00000000	2,000,000.00	100.000	1.761	2,035,210.96	2.84%	2.70%	
NAB 2.74 10 Oct 2019 365DAY TD	S&P ST A1+		3,188,186.00	1.00000000	3,188,186.00	100.000	1.749	3,243,950.43	4.53%	2.74%	
NAB 2.75 20 Nov 2019 365DAY TD	S&P ST A1+		500,000.00	1.00000000	500,000.00	100.000	1.447	507,232.88	0.71%	2.75%	
PCUSA 2.82 16 Aug 2019 182DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.811	252,028.08	0.35%	2.82%	
Qld Police 2.95 17 Jul 2019 365DAY TD	S&P ST A3		1,000,000.00	1.00000000	1,000,000.00	100.000	2.570	1,025,701.37	1.43%	2.95%	
SWCU 2.75 01 Apr 2020 365DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.445	251,111.30	0.35%	2.75%	
Warwick CU 2.5 26 May 2020 369DAY TD	Unrated ST UR		250,000.00	1.00000000	250,000.00	100.000	0.055	250,136.99	0.35%	2.50%	
			27,451,879.31		27,451,879.31			27,839,247.02	38.86%		2.77%
FI Total			71,249,980.58		71,249,980.58			71,637,348.29	100.00%		2.58%



## 6. Portfolio Valuation By Categories As At 31 May 2019

Short Term Issuer/Security Rating Group	Market Value	% Total Value
N/R	2,519,893.15	3.52%
A3	4,079,257.54	5.69%
A2	14,437,354.11	20.15%
A1+	6,802,742.22	9.50%
Portfolio Total	27,839,247.02	38.86%

Market Value by Security Rating Group (Short Term)



Long Term Issuer/Security Rating Group	Market Value	% Total Value
AA+ to AA-	43,798,101.27	61.14%
Portfolio Total	43,798,101.27	61.14%

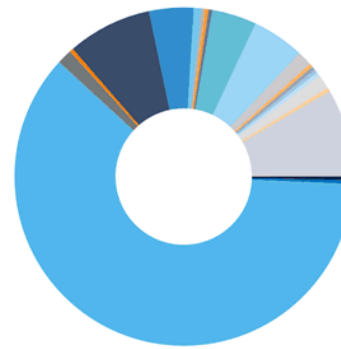
Market Value by Security Rating Group (Long Term)





Issuer	Market Value	% Total Value
AMP Bank Ltd	6,042,783.56	8.44%
Arab Bank Australia Ltd	250,863.01	0.35%
Auswide Bank Limited	1,002,635.62	1.40%
Bananacoast Community Credit Union Ltd	251,688.36	0.35%
Bank of Sydney Ltd	256,708.22	0.36%
Bank of us t/as B&E Ltd	253,780.82	0.35%
BankVic	252,589.04	0.35%
Commonwealth Bank of Australia Ltd	1,016,347.95	1.42%
Defence Bank Ltd	3,579,013.71	5.00%
G&C Mutual Bank Limited	3,053,556.17	4.26%
Illawarra Credit Union Ltd	253,396.58	0.35%
Judo Bank	250,129.45	0.35%
Maitland Mutual Building Society Ltd	250,050.34	0.35%
Members Equity Bank Ltd	514,534.92	0.72%
MyState Bank Ltd	3,045,797.26	4.25%
National Australia Bank Ltd	5,786,394.27	8.06%
Police Credit Union	252,028.08	0.35%
QPCU LTD t/a QBANK	1,025,701.37	1.43%
Queensland Treasury Corporation	43,798,101.27	61.14%
South West Credit Union	251,111.30	0.35%
Warwick Credit Union	250,136.99	0.35%
Portfolio Total	71,637,348.29	100.00%

Market Value by Issuer





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Security Type	Market Value	% Total Value
At Call Deposit	43,798,101.27	61.14%
Term Deposit	27,839,247.02	38.86%
Portfolio Total	71,637,348.29	100.00%

Market Value by Security Type





Term Remaining	Market Value	% Total Value
0 to < 1 Year	71,637,348.29	100.00%
Portfolio Total	71,637,348.29	100.00%

Note: Term Remaining is calculated using a weighted average life date (WAL) where appropriate and available otherwise the interim (initial) maturity date is used.

### Market Value by Term Remaining



0 to < 1 Year



## 7. Performance Statistics For Period Ending 31 May 2019

Trading Book	1 Month	3 Month	12 Month	Since Inception
Maranoa Regional Council				
Portfolio Return (1)	0.10%	0.36%	2.34%	2.44%
Performance Index (2)	0.15%	0.51%	1.99%	1.96%
Excess Performance (3)	-0.05%	-0.15%	0.35%	0.48%

### Notes

- 1 Portfolio performance is the rate of return of the portfolio over the specified period
- 2 The Performance Index is the Bloomberg AusBond Bank Bill Index (Bloomberg Page BAUBIL)
- 3 Excess performance is the rate of return of the portfolio in excess of the Performance Index

Trading Book	Weighted Average Running Yield
Maranoa Regional Council	2.58



Investment Report Pack  
Maranoa Regional Council  
1 May 2019 to 31 May 2019

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Report Code: TEPACK020EXT-01.75  
Report Description: Investment Report Pack  
Parameters:  
Trading Entity: Maranoa Regional Council  
Trading Book: Maranoa Regional Council  
Settlement Date Base  
History Start Date: 1 Jan 2000  
Income Expense Status: Authorised  
FI Deal Status: Contract  
Exclude Cash  
Exclude Unallocated Cash  
Exclude Negative Unit Holdings



Trading Limit Report  
Maranoa Regional Council  
As At 31 May 2019

## 1 Issuer Trading Limits

Issuer	Issuer Parent	Already Traded (with Issuer Group) Face Value	Limit For Book or Trading Notional Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
AMP Bank Ltd		6,000,000.00	Book	8,000,000.00	AUD	8,000,000.00	75.00	25.00	2,000,000	0.00	0
Arab Bank Australia Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
Australian Military Bank Limited		0.00	Book	250,000.00	AUD	250,000.00	0.00	100.00	250,000	0.00	0
Auswide Bank Limited		1,000,000.00	Book	4,000,000.00	AUD	4,000,000.00	25.00	75.00	3,000,000	0.00	0
Bananacoast Community Credit Union Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
Bank of Sydney Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
Bank of us t/as B&E Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
BankVic		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
BankWest Ltd	Commonwealth Bank of Australia Ltd	1,000,000.00	Book	8,000,000.00	AUD	8,000,000.00	13.00	87.00	7,000,000	0.00	0
Commonwealth Bank of Australia Ltd		1,000,000.00	Book	8,000,000.00	AUD	8,000,000.00	13.00	87.00	7,000,000	0.00	0
Defence Bank Ltd		3,500,000.00	Book	4,000,000.00	AUD	4,000,000.00	88.00	12.00	500,000	0.00	0
G&C Mutual Bank Limited		3,000,000.00	Book	3,000,000.00	AUD	3,000,000.00	100.00	0.00	0	0.00	0
Hunter United Credit Union		0.00	Book	250,000.00	AUD	250,000.00	0.00	100.00	250,000	0.00	0
Illawarra Credit Union Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
ING Bank Australia Limited		0.00	Book	8,000,000.00	AUD	8,000,000.00	0.00	100.00	8,000,000	0.00	0
Judo Bank		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
Maitland Mutual Building Society Ltd		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
Members Equity Bank Ltd		513,693.31	Book	4,000,000.00	AUD	4,000,000.00	13.00	87.00	3,486,307	0.00	0
MyState Bank Ltd		3,000,000.00	Book	4,000,000.00	AUD	4,000,000.00	75.00	25.00	1,000,000	0.00	0
National Australia Bank Ltd		5,688,186.00	Book	8,000,000.00	AUD	8,000,000.00	71.00	29.00	2,311,814	0.00	0
Police Credit Union		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
QPCU LTD t/a QBANK		1,000,000.00	Book	4,000,000.00	AUD	4,000,000.00	25.00	75.00	3,000,000	0.00	0
Queensland Treasury Corporation		43,798,101.27	Book	100.00 % of 71,249,980.58		71,249,980.58	61.00	39.00	27,451,879	0.00	0
Railways CU Ltd t/as myMOVE		0.00	Book	250,000.00	AUD	250,000.00	0.00	100.00	250,000	0.00	0
South West Credit Union		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
South West Slopes Credit Union Limited		0.00	Book	250,000.00	AUD	250,000.00	0.00	100.00	250,000	0.00	0
The Capricornian Limited		0.00	Book	250,000.00	AUD	250,000.00	0.00	100.00	250,000	0.00	0
Warwick Credit Union		250,000.00	Book	250,000.00	AUD	250,000.00	100.00	0.00	0	0.00	0
		72,249,980.58				138,249,980.58			66,000,000		0
	(Excluding Parent Group Duplicates)	71,249,980.58									





## 2 Security Rating Group Trading Limits

Security Rating Group	Already Traded Face Value Notional	Limit For Book or Trading Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
AA+ to AA-	43,798,101.27	Book	100.00	% of 71,249,980.58	71,249,980.58	61.00	39.00	27,451,879	0.00	0
A1+	6,688,186.00	Book	100.00	% of 71,249,980.58	71,249,980.58	9.00	91.00	64,561,795	0.00	0
A1	0.00	Book	50.00	% of 71,249,980.58	35,624,990.29	0.00	100.00	35,624,990	0.00	0
A2	14,263,693.31	Book	30.00	% of 71,249,980.58	21,374,994.17	67.00	33.00	7,111,301	0.00	0
A3	4,000,000.00	Book	10.00	% of 71,249,980.58	7,124,998.06	56.00	44.00	3,124,998	0.00	0
N/R	2,500,000.00	Book	10.00	% of 71,249,980.58	7,124,998.06	35.00	65.00	4,624,998	0.00	0
	71,249,980.58				213,749,941.74			142,499,961		0

### Notes

1. In instances where long securities have a term remaining which is less than 365 days, the issuer's short term rating is used instead of the security's (presumably long term) rating.

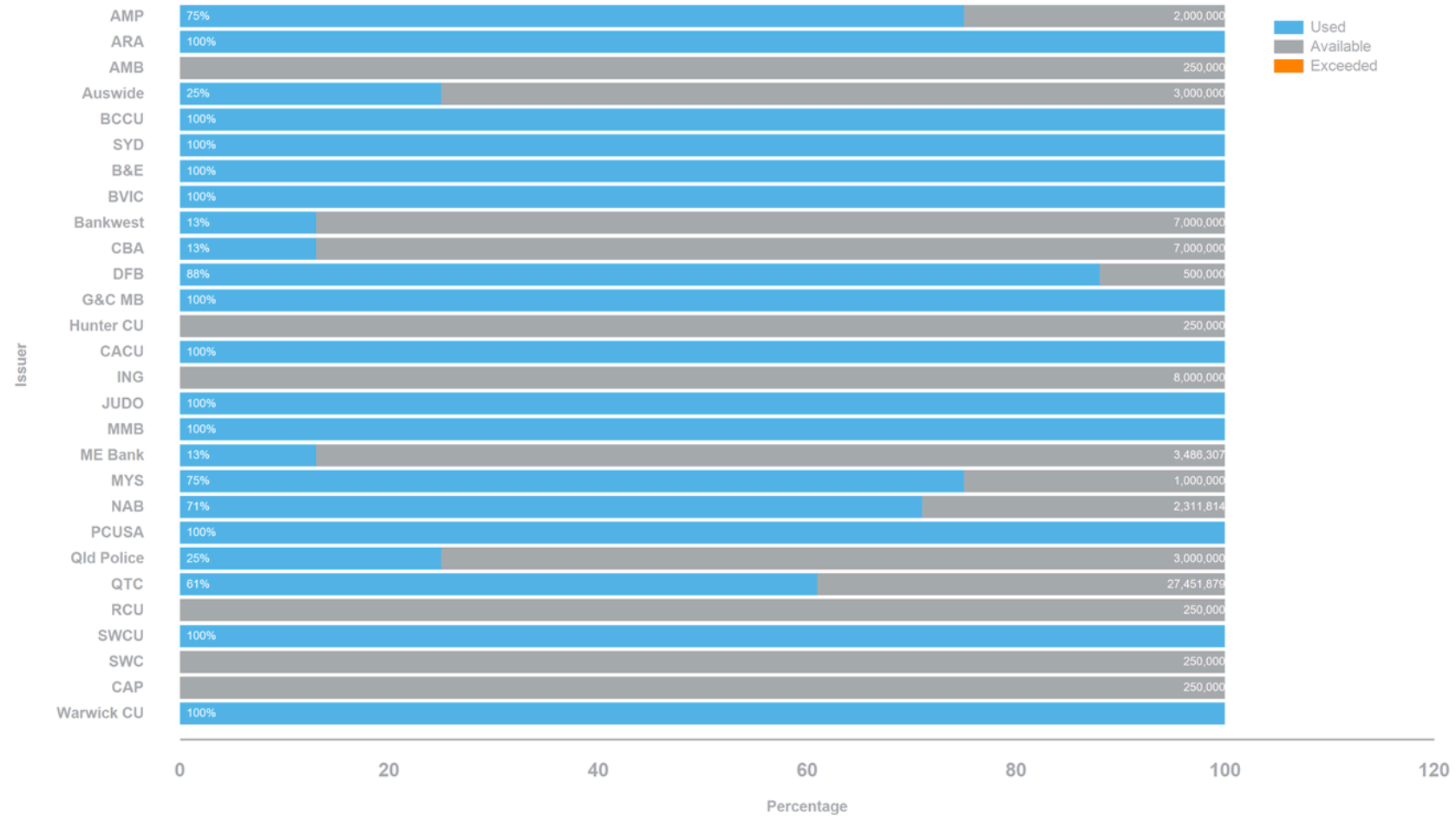
## 3 Term Group Trading Limits

Term Group	Already Traded Face Value Notional	Limit For Book or Trading Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
0-1 Year	71,249,980.58	Book	100.00	% of 71,249,980.58	71,249,980.58	100.00	0.00	0	0.00	0
	71,249,980.58				71,249,980.58			0		0



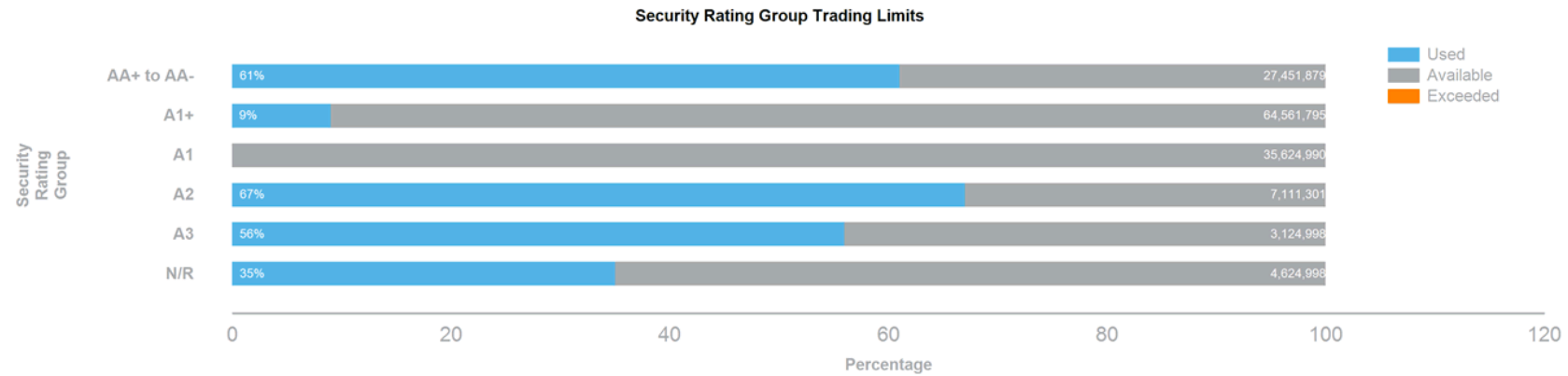
Trading Limit Report  
Maranoa Regional Council  
As At 31 May 2019

### Issuer Trading Limits



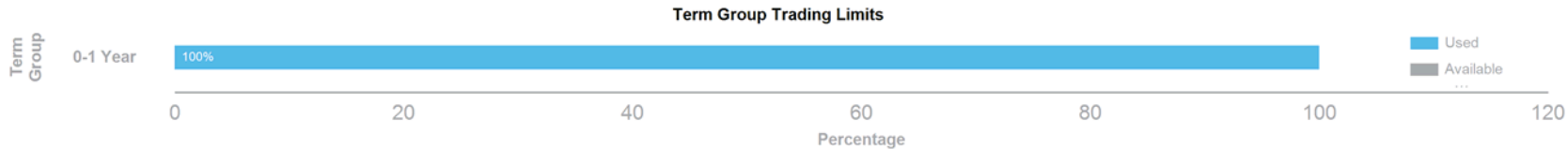


Trading Limit Report  
Maranoa Regional Council  
As At 31 May 2019





Trading Limit Report  
Maranoa Regional Council  
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Maranoa Regional Council  
As At 31 May 2019

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Report Code: TBSBP120EXT-01.08  
Report Description: Trading Limit Performance (Historical) As At Date  
Parameters:  
Balances are Settlement Date Based  
Traded Face Value

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 18 June 2019

**Item Number:** 11.10

**File Number:** D19/51528

**SUBJECT HEADING:** Endorsement of Councillor attendance at a Local Government NSW (LGNSW) Water Management Conference

**Classification:** Open Access

**Officer's Title:** Lead Officer - Councillors' Support & Community Engagement

---

### **Executive Summary:**

Endorsement of councillor attendance at the annual Local Government NSW (LGNSW) Water Management Conference on 2 – 4 September 2019, as part of enhancing strategy and policy development for Maranoa Regional Council.

### **Officer's Recommendation:**

That Council:

1. Endorse the attendance of Cr. David Scheffe at the Local Government NSW (LGNSW) Water Management Conference to be held on 2 – 4 September 2019 in Albury, on behalf of Council.
2. Note that LGAQ has agreed to fund Cr. Scheffe's flight and accommodation costs, and that the Local Government NSW (LGNSW) Water Management Conference has confirmed that a registration fee will not be charged.
3. Allocate any additional incidental costs to Cr. Scheffe's Conference Budget – WO 14057.2424.2001.

---

### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

No

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Local Government NSW (LGNSW) Water Management Conference

Local Government Association of Queensland (LGAQ)

**Context:**

*Why is the matter coming before Council?*

To seek formal endorsement of Councillor attendance so as to not compromise insurance entitlements should circumstances arise that lead to the submission of an insurance claim.

**Background:**

*Has anything already happened in relation to this matter?*

(Succinct overview of the relevant facts, without interpretation)

Council initially considered this matter at its General Meeting on 22 May 2019, resolving:

**That Council:**

1. Give 'In Principle' support to the attendance of Cr. David Sचेफे at the Local Government NSW (LGNSW) Water Management Conference to be held on 2 – 4 September 2019 in Albury, on behalf of Council.
2. Be provided estimates for attendance at an upcoming meeting in the interest of progressing this matter.

Further confirmation on pricing arrangements has now been received.

The conference organiser has confirmed that a registration fee will not be charged for Cr. Sचेफे's attendance, and confirmed his participation on a panel discussion in his role as Chair of the LGAQ Water and Sewerage Advisory Group, to speak about local government experiences, water and wastewater.

The LGAQ representative has also confirmed that LGAQ will pay for Cr. Sचेफे's flight and accommodation costs.

The annual LGNSW Conference presents a broad range of information from a local government perspective on water management, issues associated with water supply and sewerage services provided by water utilities.

The event is aimed at delegates from NSW and interstate including councillors and general managers, water managers and professionals, policy makers from government agencies and key industry stakeholders.

The conference will provide delegates an opportunity to find out about the latest water policy initiatives and trends, receive updates on emergent technical issues, benchmark and network.

The conference is a unique networking opportunity with our NSW counterparts. It is also appropriate as NSW sent 2 delegates to our most recent LGAQ water and sewerage advisory group meeting in Brisbane. Both NSW and QLD Have similar issues around funding essential infrastructure such as water and sewerage assets. Both local government areas still retain ownership and management over water and

sewerage assets. Both are supportive of federal government funding reform to increase funding for essential infrastructure. Also by both State LGA's working together it gives us a louder voice in Canberra. The net benefit to the Maranoa Region is by us being successful in achieving funding reform which requires a collaborative effort.

This invitation also aligns with his role of Portfolio Chair – Utilities (Water, Sewerage & Gas), for Maranoa Regional Council.

### **Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

#### *Local Government Act 2009*

#### *Chapter 2*

### **12 Responsibilities of councillors**

- (1) A councillor must represent the current and future interests of the residents of the local government area.
- (2) All councillors of a local government have the same responsibilities, but the mayor has some extra responsibilities.
- (3) All councillors have the following responsibilities—
  - (a) ensuring the local government—
    - (i) discharges its responsibilities under this Act; and
    - (ii) achieves its corporate plan; and
    - (iii) complies with all laws that apply to local governments;
  - (b) providing high quality leadership to the local government and the community;
  - (c) participating in council meetings, policy development, and decision-making, for the benefit of the local government area;
  - (d) being accountable to the community for the local government's performance.

### **Section 107 Insurance**

- (1) A local government must maintain the following insurance—
  - (a) public liability insurance;
  - (b) professional indemnity insurance.
- (2) The insurance must be for at least the amount required under a regulation.
- (3) A local government may enter into a contract of insurance with WorkCover Queensland, or another insurer, to cover its councillors.
- (4) For that purpose, a councillor's role includes attending—
  - (a) meetings of the local government or its committees that the councillor is entitled or asked to attend; and
  - (b) meetings for a resident of the local government area; and
  - (c) conferences, deputations, inspections and meetings at which the councillor's attendance is permitted by the local government; and
  - (d) official functions organised for the local government.



**Council Policies or Asset Management Plans:**

*Does Council have a policy, plan or approach ordinarily followed for this type of decision?*

*What are relevant sections of the policy or plan?*

(Quote/insert the relevant section's wording / description within the report)

Expenses Reimbursement Policy (Councillors)

**Input into the Report & Recommendation:**

*Have others' views or input been sourced in developing the report and recommendation to*

*Council? (i.e. other than the report author?) What did each say?* (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Councillors of Maranoa Regional Council

Aaron Hieatt – Local Government Association of Queensland

Michelle Aubert – Events Sponsorship Coordinator Local Government of New South Wales

**Funding Bodies:**

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

No

**This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

Registration: Nil (Registration cost confirmed as waived)

Travel & Accommodation: Nil (LGAQ has agreed to fund)

Incidentals: Estimated at \$300

Remaining incidental costs to be drawn from Councilor's individual expense budget.

**Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

No

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?*

(Interested Parties Analysis - IS9001:2015)

No

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
None identified	

### Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Endorse Cr. Scheffe's attendance given that this conference provides important opportunities to meet with industry experts and other local government representatives to further develop and strengthen business relationships (particularly between the Queensland and New South Wales Local Government Associations).

Attendance also provides an opportunity to find out more about technology enhancements and management approaches in providing and maintaining this critical infrastructure and service into the future for the Maranoa Region, and finally, build on existing relationships to advance the funding reform agenda for essential infrastructure which will benefit our region by allowing Council to deliver upgrades and improvements in a more timely manner and reduce budget pressure.

### Recommendation:

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That Council:

1. Endorse the attendance of Cr. David Scheffe at the Local Government NSW (LGNSW) Water Management Conference to be held on 2 – 4 September 2019 in Albury, on behalf of Council.
2. Note that LGAQ has agreed to fund Cr. Scheffe's flight and accommodation costs, and that the Local Government NSW (LGNSW) Water Management Conference has confirmed that a registration fee will not be charged for attendance.
3. Allocate any additional incidental costs to Cr. Scheffe's Conference Budget – WO 14057.2424.2001.

### Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 2: Delivering strong financial management

2.1 Plan for our region's financial future

2.1.1 Consider both the short-term and longer term financial impacts of Council's policy development and decisions, on behalf of current and future residents.

**Supporting Documentation:**

1 [!\[\]\(4729e517bc6a7cd81c8025b9646574fb\_img.jpg\)](#) Confirmation - LGAQ & Local Government NSW - D19/51826  
LGNSW Water Management Conference

**Report authorised by:**

Manager - Communication, Information & Administration Services

Director - Corporate, Community & Commercial Services

**Kelly Rogers**

---

**From:** David Scheffe  
**Sent:** Monday, 17 June 2019 1:10 PM  
**To:** Kelly Rogers  
**Subject:** Fwd: LGNSW Water Management Conference

Please print Kelly

Get [Outlook for iOS](#)

---

**From:** Michelle Aubert <Michelle.Aubert@lgnsw.org.au>  
**Sent:** Monday, June 17, 2019 12:21 pm  
**To:** David Scheffe  
**Subject:** LGNSW Water Management Conference

Dear David,

Thank you for returning my call.

As mentioned, we have you on the conference program for the forthcoming Water Management Conference being held 2-4 September in Albury. The date is 4 September from 9.30am – 10.30am and it's the panel discussion. Can you pls rely with an "all good" so that I have something in writing from you?

By the way – your registration will be free.

Kind Regards

*Michelle*

MICHELLE AUBERT  
EVENTS SPONSORSHIP CO-ORDINATOR  
LOCAL GOVERNMENT NSW

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[MICHELLE.AUBERT@LGNSW.ORG.AU](mailto:MICHELLE.AUBERT@LGNSW.ORG.AU)  
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*Please note I work Monday, Tuesday and Thursday's but you are welcome to call me any time.*

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**Kelly Rogers**

---

**From:** Arron Hieatt <Arron\_Hieatt@lgaq.asn.au>  
**Sent:** Tuesday, 4 June 2019 2:15 PM  
**To:** Kelly Rogers  
**Subject:** Re: LGNSW Water Conference - Cr Schefe's attendance

Hi Kelly.

I believe the registration will be free. LGAQ will cover flight and accommodation.

Arron

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---

**From:** Kelly Rogers <Kelly.Rogers@maranoa.qld.gov.au>  
**Sent:** Tuesday, June 4, 2019 2:12:52 PM  
**To:** Arron Hieatt  
**Subject:** LGNSW Water Conference - Cr Schefe's attendance

Hi Arron,

I'm just checking in on arrangements, with Cr. Schefe advising that LGAQ will assist by paying for costs to attend and developing a follow up report.

Can you please confirm which of these LGAQ is assisting with-

- Flights
- Accommodation
- Registration

I'll need to do a follow up report to Council in preparation for his attendance and can assist with confirming his preferred travel arrangements.

Kelly Rogers  
Lead Officer - Councillors Support & Community Engagement  
Elected Members & Community Engagement



Maranoa Regional Council  
Roma Office  
P.O. Box 620, Roma, QLD 4455  
Cnr Bungil & Quintin Streets Roma QLD 4455  
P: 1300 007 662  
D: (07) 4624 0608 M: 0439 206 361 F: (07) 4624 6990  
Email: [Kelly.Rogers@maranoa.qld.gov.au](mailto:Kelly.Rogers@maranoa.qld.gov.au)  
Web: [www.maranoa.qld.gov.au](http://www.maranoa.qld.gov.au)

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## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 20 June 2019

**Item Number:** 12.1

**File Number:** D19/52202

**SUBJECT HEADING:** Delegated Authority for the Chief Executive Officer to sign the DTMR Deed of Indemnity for the Installation of Mitchell Bore 3

**Classification:** Open Access

**Officer's Title:** Manager - Water, Sewerage & Gas

---

### **Executive Summary:**

Council has a requirement to apply to the Department of Transport & Main Roads for permission to install the new Mitchell bore 3 in their road reserve on the Mitchell St George Road. The Department of Transport and Main Roads require Council to sign a Deed of Indemnity for these works to be undertaken.

### **Officer's Recommendation:**

That Council authorise the Chief Executive Officer or delegate to sign the Deed of Indemnity, attached to the application to Department of Transport & Main Roads, for the installation of the Mitchell Bore 3.

---

### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The residents of Mitchell will benefit from the new bore.

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
DTMR	Department of Transport Main Roads
AMP	Asset Management Plan

### **Context:**

***Why is the matter coming before Council?***

DTMR require a Deed of Indemnity for the installation of the new bore, which requires Council approval.

### **Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)



The new bore in Mitchell is to be constructed in the DTMR road reserve on the Mitchell St George Road, adjacent to the existing reservoir. There is a requirement to apply to DTMR for approval, which includes a Deed of Indemnity.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

NA

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

The Water Network AMP includes the new Mitchell bore in the 10 year plan.

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

DTMR – consulting with DTMR (they provided the relevant documents to be completed for this application).

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

This project is externally funded through the Local Government Grants and Subsidy program. If DTMR approval is not obtained this can delay the project significantly and add extra cost securing an alternative site.

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

No

**Future Years' Budgets:**

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

No

**Impact on Other Individuals or Interested Parties:**

***Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?***

(Interested Parties Analysis - IS9001:2015)

No

### Risks:

***What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)*** (List each identified risk in a table)

Risk	Description of likelihood & consequences
DTMR approval denied without the Deed of Indemnity	If Council does not sign this Deed of Indemnity then DTMR will most likely not approve the application. An alternative site will then need to be found which will delay the project and add costs.

### Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council authorise the Chief Executive Officer or delegate to sign the Deed of Indemnity, attached to the application to DTMR, for the installation of the Mitchell Bore 3.

### Recommendation:

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That Council authorise the Chief Executive Officer or delegate to sign the Deed of Indemnity, attached to the application to Department of Transport & Main Roads, for the installation of the Mitchell Bore 3.

### Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 1: Getting the basics right

1.1 Supply water to our towns

1.1.1 Deliver water to the right standard for the health of our communities, ensuring compliance with the State Government's Water Supply (Safety and Reliability) Act 2008 and Regulation 2011, and Public Health Act 2005 and Regulation 2005.

### Supporting Documentation:

- 1 [1](#) Installation of Utility Assets in State - Controlled Roads D19/52213  
Application - Installation of Utility Assets in State -  
Mitchell Bore 3 Installation - Mitchell St George Road,  
Mitchell
- 2 [2](#) Installation of Utility Assets in State - Controlled Roads D19/52219

Application - Installation of Utility Assets in State -  
Mitchell Bore 3 Installation - Mitchell St George Road,  
Mitchell

**Report authorised by:**

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental  
Services

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## Installation of Utility Assets in State-Controlled Roads Application

Applies to electricity, gas, sewerage or water assets

To be completed by asset owners or their agents. If an agent, agent's company name and ABN should be included in addition to the asset owner's.

### Key information on proposed works

Date of submission

/ /

Asset owner's name

Maranoa Regional Council

ABN of asset owner

99 324 089 164

Type of asset: (please select one)

Electricity ☐

Gas ☐

Water ☐

Other ☐

Name of project

Mitchell Bore 3 Installation

Location of project (roads and suburbs)

Mitchell St George Road (Mitchell)

Project number as detailed on drawings

Proposed construction start date

27 / 01 / 2020

Proposed construction finish date

26 / 02 / 2021

Legislation that applies to the asset: (please select those that apply)

Electricity Act 1994

☐

Gas Supply Act 2003

☐

Water Act 2000

☒

SEQ Water (Distribution and  
Retail Restructuring) Act 2009

☐

Other

☐

### Asset owner's contact details

Main contact person's name

Graham Sweetlove

Main contact person's position

Manager Water, Sewerage & Gas

Email address

graham.sweetlove@maranoa.qld.gov.au

Postal address

PO Box 620

Roma

Postcode 4455

Business phone number

(07) 4624 0726

Mobile phone number

0417710361

### Attachments

1. Public Liability: (please select one)

Public liability insurance certificate of an amount not less than \$20,000,000

☐

Current certificate of insurance of an amount not less than \$20,000,000 attached  
to a signed MoU with the Department of Transport and Main Roads

☐

Insured with Queensland Government Insurance Fund

☐

2. Deed of Indemnity: (please select one)

Signed and completed Deed of Indemnity (fixed term, annual or project specific)

☐

Insured with Queensland Government Insurance Fund

☐

continued page 2... Page 1 of 2 TRB Forms Area F5165 CFD V01 May 2017

**Installation of Utility Assets in State-Controlled Roads Application continued... page 2 of 2**

3. RPEQ certified drawings    Attached ☐    Not attached ☐

(Please select all that apply to the certified drawings)

- |  |                          |
|--|--------------------------|
| Proposed location(s) in polygon GIS format                             | <input type="checkbox"/> |
| Detailed description of proposed works, including nearest cross street | <input type="checkbox"/> |
| Category/type of work  | <input type="checkbox"/> |
| Type of asset  | <input type="checkbox"/> |
| Number of conduits/poles   | <input type="checkbox"/> |
| Material(s)  | <input type="checkbox"/> |
| Envelope material (if relevant)  | <input type="checkbox"/> |
| Envelope size(s) (if relevant)   | <input type="checkbox"/> |
| Details of non-standard alignment proposal                             | <input type="checkbox"/> |
| Clear zone set back  | <input type="checkbox"/> |
| Cadastral boundaries   | <input type="checkbox"/> |
| Any previous departmental reference numbers                            | <input type="checkbox"/> |

4. Details of any additional requirements for the installation of the asset    Attached ☐    Not applicable ☐

5. Correspondence relating to this activity    Attached ☐    Not applicable ☐

**Please note:**

1. Application processing may be delayed if information is missing.
2. Works must be conducted within the traffic control permit process. Application processing may be delayed if any information is missing.
3. Information about the application process, and technical requirements, is available in *Part 1: Protocols for Transport Corridors – Third Party Utility Infrastructure Installation in State-Controlled Roads*.

**Privacy Statement:** The department is collecting the information on this form for the purposes of processing your application to install utility assets in State-controlled roads. Personal information collected will be managed in accordance with the *Information Privacy Act 2009* and will only be accessible by authorised officers and approved contractors of the department. Your personal details will not be disclosed to any other third party without your consent unless required or authorised to do so by law.



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## Deed of Indemnity

Utility name

Maranoa Regional Council

Description of works (including reference numbers)

Installation of a bore and water reticulation WO20215

works on state-controlled roads

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

Full name of utility party including ACN, ABN or ARBN if applicable

Maranoa Regional Council ABN 99 324 089 164

Abbreviated utility name

MRC

Deed of Indemnity for MRC works on state-controlled roads

### 1. Introduction

- 1.1 MRC is a  
Water and sewerage public utility provider in Queensland.
- 1.2 In the course of installing and maintaining plant and equipment,  
MRC performs work in and around  
state-controlled roads throughout  
Maranoa Region Queensland.

### 2. Activities

- 2.1 MRC must obtain the prior consent of  
TMR before undertaking any construction, installation, operation, maintenance, alteration or removal of  
Water and sewerage infrastructure in  
state-controlled roads and any other act that involves works in state-controlled roads or the obstruction, interference with,  
redirection or management of traffic or a road user on a state-controlled road (an Activity). This includes anything to be  
done by  
MRC's employees,  
contractors or agents.

### 3. Consent and warranty

- 3.1 MRC declares that from the date of  
this deed, when seeking consent from TMR for an Activity it will warrant that all information given to TMR for the  
purpose of, or in the process of, obtaining the consent, is accurate and complete, to the best of  
MRC's knowledge.
- 3.2 From the date of this deed, MRC  
warrants that, for each consent given by TMR to an Activity, it will read and comply with any terms or conditions set  
and notified, or agreed to by TMR.

### 4. Indemnity

- 4.1 MRC indemnifies and agrees to keep  
indemnified TMR and TMR's employees, contractors and agents against any:
- a. claim or proceeding (and any cost and expenses incurred as a result) that may be made or brought against TMR  
or TMR's employees, contractors or agents; or
  - b. loss suffered by TMR or TMR's employees, contractors or agents in respect of loss of life, personal injury or  
damage to any person or property.
- arising out of an Activity regardless of whether or not TMR has consented to the Activity.
- 4.2 The Indemnity in clause 4.1 of this deed is reduced proportionately to the extent that the cost, expense or loss is  
caused or contributed to by the act, omission or negligence of TMR or TMR's employees, contractors or agents.

continued page 2... Page 1 of 2 TRB Forms Area F5191 CFD V01 Jan 2018

Deed of Indemnity continued ... page 2 of 2

**5.      Consent**

5.1 This deed does not give or infer any consent to any Activity.

Executed as a deed in Brisbane

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed, sealed and delivered as a deed for and on behalf of the State of Queensland (represented by Department of Transport and Main Roads) by its duly authorised officer in the presence of:

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

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Full name of officer

\_\_\_\_\_  
Date

Signed, sealed and delivered as a deed for and on behalf of the

Maranoa Regional Council

by its duly authorised officer in the presence of:

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

Insert full name of witness  
Full name of witness

Insert full date  
Date

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

Insert full name of officer  
Full name of officer

**Instructions**

Please print, sign and scan this form. Attach the signed form to the Land Access Notification or Application. A signed Deed of Indemnity is required as a pre-condition of being authorised to undertake public utility works on state-controlled roads.

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 7 June 2019

**Item Number:** 13.1

**File Number:** D19/47901

**SUBJECT HEADING:** Request for Use of Council Land - Surat State  
Emergency Services

**Classification:** Open Access

**Officer's Title:** Associate to the Director / Directorate Budget &  
Emergency Management Coordination

---

### **Executive Summary:**

A report has been previously presented to Council requesting the use of Council Land in Surat for the Surat State Emergency Group. Since this meeting it has been identified that there is a different parcel of land that would suit the entire needs of the Surat State Emergency Service.

### **Officer's Recommendation:**

That Council provide permission for the construction of a shed and placement of an accommodation donga on the land described as Lot 16 Plan S282 and Lot 21 Plan S282, which is vacant land located behind the Surat Shire Hall for the purposes of accommodating the Surat State Emergency Service Group.

---

### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Surat State Emergency Services Group

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
QFES	Queensland Fire and Emergency Services.
SES	State Emergency Services

### **Context:**

***Why is the matter coming before Council?***

The flood boat for the Surat SES is currently housed in the SES shed located at Burrowes Street, Surat. Currently this location is unsuitable for the flood boat to be stored due to the tight distance between the shed and fence, which makes it extremely difficult and time consuming to get the flood boat in and out of the shed, which puts at risk response times to attend emergencies. The new location of the



storage shed will allow for a drive through shed which can be accessed from both Williams Street and Robert Street.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

On the 14 November 2018 a report was presented to Council requesting the use of a parcel of Council Land in Surat, for the construction of a shed for the storage for the Surat SES group. This parcel of land was described as the current Surat Council Depot. Since that Council meeting officers have identified a more appropriate piece of land that would suit the entire needs of the Surat SES group. This land is described as Lot 16 Plan S282, 56 William Street, and Lot 21 Plan S282, 55 Robert Street Surat, which is vacant land located behind the Surat Shire Hall.

A meeting was held on the 17<sup>th</sup> April with Rob Hayward, Ed Sims, Gemma Lines, David Bennett (SES Area Controller) and Greg Richardson (Surat SES Local Controller) in relation to the relocation of the Surat SES facilities to the land located behind the Surat Shire Hall. At this meeting it was discussed that the new boat shed and the accommodation donga could be built on these blocks with the possibility of relocating the current SES building to this site as well. The current SES building is located on the banks of the Balonne River which may be subjected to flooding at times.

Council did request that Mr Richardson liaise with the other Surat SES members to ensure that they are happy with the change of location to the proposed new site. The Surat SES Group meet on the 5<sup>th</sup> May 2019, and as advised by Mr Richardson the group were in agreeance with the proposed relocation. Mr Richardson advised that because the current SES facility is fully lined and sealed it would be difficult for it to be moved. Council has the ability to source funding in future years that could be used for the construction of a new SES facility at the proposed location.

The Surat SES Group will use the land to store equipment and to partake in training once a month. Other than during a disaster event there will be very little activity by way of vehicles and SES members going to and from the proposed location.

Development requirements

The Maranoa Planning Scheme defines the proposed use as "Emergency services".

*"Emergency services" means the use of premises by a government entity or community organisation to provide—*

- (a) essential emergency services; or*
- (b) disaster management services; or*
- (c) management support facilities for the services.*

*Examples of emergency services— ambulance station, evacuation centre, fire station, police station*

Examples include: State emergency service facility, ambulance station, rural fire brigade, auxiliary fire and rescue station, urban fire and rescue station, police station, emergency management support facility, evacuation centres.

Does not include the following examples: Community use, hospital, residential care facility

The development site is currently vacant with a General residential zoning.

Based on the preliminary proposal plans, the development would trigger a Code assessable application for Material Change of Use. Due to the development site being located within 100 metres of a State-controlled road, the application would require referral to the State Assessment and Referral Agency (SARA) as a concurrency agency. SARA will have an opportunity to impose conditions on any development approval that is granted for the use of the site.

Under a development approval for “Emergency services” the proposed accommodation building will be limited to an ancillary land use. Should this building be used to accommodate persons that are not affiliated with the SES operations when attending training, meetings or emergencies, a development approval will be required to permit an additional land use. The application requirements associated with a non-ancillary use may be more extensive.

The development site is located adjacent to the Surat Shire Hall being a Queensland Heritage site. Provided the proposed buildings do not exceed 3.5 metres in height, the development application is unlikely to trigger referral to the State agency in relation to Heritage.

Noting that the SES Group would like to relocate all components of their operation to this site in the future if funding is to become available, it is recommended that any development application for “Emergency services” at the site incorporate both the current and future plans. A staged development approval that identifies future buildings and activities on the site would enable the SES group to proceed with this development without needing to obtain a further development approval. In most cases a development approval for Material Change of Use is current for six years.

The planning scheme facilitates the use of land in the General residential zone for community uses that support local residents, however any non-residential use in this area (such as “Emergency Services”) will need to incorporate measures that preserve the residential amenity.

The development requirements associated with a Material Change of Use are likely to include the provision of landscaping, fencing/screening, formal vehicle accesses to the site, screened refuse storage areas and noise and lighting restrictions.

Buildings and parking areas should be setback a minimum of 6 metres from the site boundaries fronting any road and 3 metres from all other boundaries. The positioning of any buildings over allotment boundaries, or within the minimum boundary setbacks, may trigger the need to amalgamate the two lots that form the site.

The proposed development will require a Building works permit and permit to undertake Plumbing and Drainage works.

The SES plays an integral role in supporting local government's disaster response capability by helping communities prepare for, respond to and recover from an event or disaster. The Surat SES is not an incorporated organisation, but rather a function supported by Council and the State Government.

The funding application was successful for the construction of the shed to the value of \$25,725.00 from the 2019 - 2020 State Emergency Services Support Grant. Remaining funds for the construction of the shed and the placement of the accommodation donga (approx. \$35,575.00) will be funded from previous and current year's money from the SES Recurrent Funding.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under***

***consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Disaster Management Act 2003, Part 5, Section 80 – Functions of Local Government.  
Queensland Fire & Emergency Services Act 1990

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Yes as well as being in accordance with the requirements of the Disaster Management Act 2003 to ensure the safety of the community and effective coordination of available resources during a disaster.

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to***

***Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Rob Hayward, Deputy CEO/Director Development, Facilities & Environmental Services

Tanya Mansfield, Manager of Facilities (Land, Buildings & Structures)

Gavin Pallisier, Acting Buildings & Structure Maintenance Officer

David Bennett, Area Controller South Western Region, SES

Surat SES Group Members

Danielle Pearn, Planning & Building Development

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

The project is partial funded from the 2019 - 2020 State Emergency Services Support Grant to the value of \$25,725.00. With the remaining monies sourced from SES recurrent funding.

### **This Financial Year's Budget:**

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

Nil effect on this year's financial budget.

### **Future Years' Budgets:**

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)*

The construction of the shed and placement of the donga have been funded by a SES Support Grant and SES Recurrent Funding. In future years there will be maintenance and operational costs which will have an effect on the Facilities budget.

### **Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)*

N/A

### **Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)*

Risk	Description of likelihood & consequences
Response Times	If existing arrangements are maintained response times to emergency situations will continue to be longer.

### **Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Grant permission to State Emergency Services to build a shed on and relocate accommodation block to the proposed new site (behind the hall) that is located at 56 William Street and 55 Robert Street Surat. The parcel of land is described as Lot 16 Plan S282 and Lot 21 Plan 282, Surat.

### **Recommendation:**

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

*Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

That council provide permission for the construction of a shed and placement of an accommodation donga on the land described as Lot 16 Plan S282 and Lot 21 Plan S282, for the purposes of accommodating the Surat State Emergency Service Group.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 3: Helping to keep our communities safe

3.4 Disaster, emergency management and flood mitigation

3.4.5 Implement Local Emergency Coordination Committees (LECC) to help ensure disaster prevention, preparedness, response and recovery for communities for flood, fire and other emergencies.

**Supporting Documentation:**

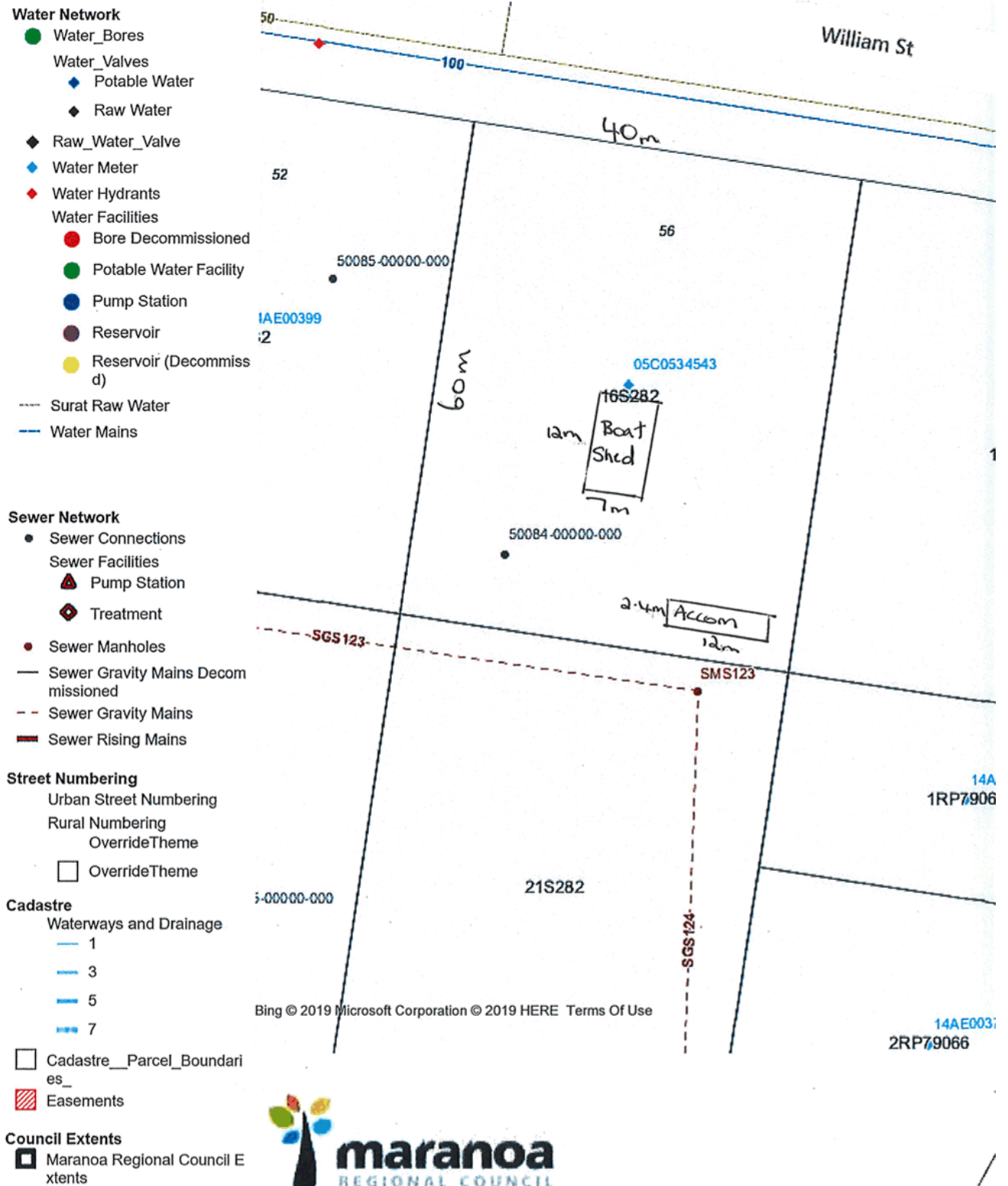
- |   |                   |   |           |
|---|-------------------|---|-----------|
| 1 | <a href="#">↓</a> | Surat SES - State Emergency Services - Proposed Site Plan - New Shed and relocated Accommodation Donga - 56 William Street and 55 Robert Street Surat | D19/47910 |
| 2 | <a href="#">↓</a> | Gulke Concreting - Quote SES Boat Shed Surat - November 2018  | D19/41554 |
| 3 | <a href="#">↓</a> | Surat SES Accommodation Donga Quotes & Drawings December 2018   | D19/41555 |

**Report authorised by:**

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services

30-May-201

60 Will

Mapping Provides an Indication of  
Approximate Location Only

## Grulke Concreting Bobcat Hire & Garages

18 Linton Street/PO Box 806  
ROMA QLD 4455  
Phone (07) 46225533  
Fax (07) 46224299

ABN 28010609686  
BSA Lic.52722  
BSA Supervisor's Lic.52721

### Quote

DATE	QUOTE NO.
16/11/2018	5485

NAME / ADDRESS
Attention: David Bennett Queensland Fire & Emergency Service PO Box 141 Roma Qld 4455

Shed Job No.
22105

DESCRIPTION	QTY	COST	TAX AMT	TOTAL
Supply of shed kit - CLASS 7 7m wide (span) x 12m long x 2.7m high(eaves). Length consists of 3 bays each at 4m centres. Suitable for Region A and Wind TCat3. MANOR RED roof and CLASSIC CREAM walls with an 11 degree roof pitch. Hi - Front Quad Square Fascia slotted in ROOF COLOUR Downpipes to ground level in WALL COLOUR.  Roller Doors x 2 - ROOF COLOUR Roller Door in Bay 1 of LEFT wall - 3.340m wide x 2.500m high Roller Door in Bay 1 of RIGHT wall - 3.340m wide x 2.500m high  PA Door x 1 Windows - x NIL  Full price of shed kit delivered to site - COUNCIL DEPOT SURAT	1	13,734.00	1,248.55	13,734.00
Level 4 - Soil Classifications must be submitted so our engineers can produce relevant Blueprint Plans. These plans must be original (no copies or email versions) We can supply this once we have a soil classification, there will be some cost involved, which must be paid up front.	1	500.00	45.45	500.00

*Payment of sheds are required upon placement of order, as we must pay for sheds when we order. Payment of slabs are on completion. Payment for erection of sheds are on completion. We thank you for the opportunity to quote on your works. All products and services remain the property of Grulke Concreting Bobcat Hire & Garages until paid in full.*

**Subtotal**

**Tax**

**TOTAL**

PLEASE NOTE: Quote is valid for 30 days by accepting this quote you are accepting our payment terms.

Page 1

Notification of start date will be on acceptance of quote.

**Job site will be left clean and tidy**



## Grulke Concreting Bobcat Hire & Garages

18 Linton Street/PO Box 806  
ROMA QLD 4455  
Phone (07) 46225533  
Fax (07) 46224299

ABN 28010609686  
BSA Lic.52722  
BSA Supervisor's Lic.52721

### Quote

DATE	QUOTE NO.
16/11/2018	5485

NAME / ADDRESS
Attention: David Bennett Queensland Fire & Emergency Service PO Box 141 Roma Qld 4455

Shed Job No.
22105

DESCRIPTION	QTY	COST	TAX AMT	TOTAL
Supply of materials, plant and labour to SET UP & POUR Concrete Slab for proposed shed 7m x 12m. Base will be leveled with crusher dust. An edge beam will be dug around the perimeter of slab 300mm deep x 300mm wide. Beam will be reinforced with 1 Layer of FTM11 trench mesh. Slab will be 125mm thick reinforced with 1 layer of F82 mesh. Concrete strength will be 25mpa.  Full price to carry out works for concrete slab at COUNCIL DEPOT SURAT -	1	10,500.00	954.55	10,500.00
Supply of tools, plant and labour to ERECT Shed on slab, install PA Door, Roller Doors & Down Pipes to ground level. Full Price to Erect Shed at COUNCIL DEPOT SURAT -	1	6,300.00	572.73	6,300.00
Maranoa Regional Council Building Fees, QBCC Insurance, Site Plan and lodgement of associated plans to council on your behalf.	1	1,650.00	150.00	1,650.00

*Payment of sheds are required upon placement of order, as we must pay for sheds when we order. Payment of slabs are on completion. Payment for erection of sheds are on completion. We thank you for the opportunity to quote on your works. All products and services remain the property of Grulke Concreting Bobcat Hire & Garages until paid in full.*

<b>Subtotal</b>	\$29,712.72
<b>Tax</b>	\$2,971.28
<b>TOTAL</b>	<b>\$32,684.00</b>

PLEASE NOTE: Quote is valid for 30 days by accepting this quote you are accepting our payment terms.

Page 2

Notification of start date will be on acceptance of quote.

**Job site will be left clean and tidy**



**MultiBuild Specification Sheet of Building 22105 for  
STATE EMERGENCY DAVID BENNETT at COUNCIL DEPOT SURAT  
Prepared with MultiBuild(c) by Grulke Garages on 15-Nov-18**

**Dimensions -**

SPAN 7.0m. EAVES HEIGHT 2.7m. APEX HEIGHT 3.38m ROOF SLOPE 11Deg  
OVERALL LENGTH 12.0m. Consisting of 3 Bays each FRAME SPACING 4.0m

**Loading -**

WIND REGION: Reg A. TERRAIN CAT: TCat 3. IMP LEVEL: Imp. Level 4. SHIELDING: 0.9,  
TOPOGRAPHY: 1. AREA: Town  
BASIC WIND SPEED (VR) 48m/s. SITE WIND SPEED (Vsit,B) 35.9m/s.  
AS4055 WIND CLASSIFICATION COMPARISON: N1 \*(AS4055)  
SNOW LOADING: None  
ROOF ADL: None

**Materials -**

END RAFTER:	4 of Single C15012 @ 3.277m
Apex Brkt:	Single C150 11Deg 1.9mm Apex Brkt Pun
RAFTER:	4 of Single C15015 @ 3.277m
Apex Brkt:	Single C150 11Deg 1.9mm Apex Brkt Pun
END COLUMNS:	4 of Single C15012 @ 2.686m
Haunch Brkt:	Single C150 11Deg 1.9mm LH HaunchBrkt Pun
COLUMNS:	4 of Single C15019 @ 2.686m
Haunch Brkt:	Single C150 11Deg 1.9mm LH HaunchBrkt Pun
LEFT END MULLIONS:	1 of Single C15012
RIGHT END MULLIONS:	1 of Single C15012
Frame:	Fixed by Purlin Assy M12x30 Z/P
HOLD DOWN BOLTS:	SLV ANCHR-W/NUT ZNC 12mmx75
Anchoring:	2 X SLV ANCHR-W/NUT ZNC 12mmx75 per column.
EAVE PURLIN:	6 of C10015 @ 4m Long
EAVE PURLIN BRACKET POSITION:	0mm from top of column
PURLIN:	4 rows of Z10010 @ 4.40m long, 0.86m Spacing. Max=1.00m
SIDE GIRT:	2 rows of Z10010 @ 4.40m long, 1.22m Spacing. Max=1.30m
END GIRT:	3 rows of Z10010 @ 3.55m long, 0.92m Spacing. Max=1.30m
PURLIN/GIRT FASTENERS:	1 M16 Bolt Per Rafter/Column/Mullion
	SDM 6.2-13x22 HEX B8 - 100
ROOF CLADDING:	MANOR_RED Corrugated 0.42 BMT / 0.47 TCT CB @ 3.62m
	Fixed by 12-14x35 H/Grip C/S CB
WALL CLADDING:	CLASSIC_CREAM Monoclad 0.42 BMT / 0.47 TCT CB @ 2.7m
	Fixed by 10-16x16 Hex Zinc C/S CB
KNEE BRACE:	NOT Used in this building.
APEX BRACE:	NOT Used in this building.
X Bracing is required in 1 side bay(s) and 1 roof bay(s) (both sides).	
DOWNPIPE:	2 drops of Downpipe CB 100 x 75
GUTTER:	MANOR_RED M Pattern Gutter Slotted Gutter CB
DOOR:	MANOR_RED 2.50h X 3.40 CB *Series A #
DOOR:	MANOR_RED 2.50h X 3.40 CB *Series A #

For positions see Layout Sheet

**FOOTINGS:-**

Min 125mm Slab thickened locally under each column by BORED footing  
Concrete in Vertical Bored hole locally under each column 600mm x 400mm Diameter x Depth  
The above foundation details are only suitable for soil classification A.S. or M and S.B.V. 100 kPa min.  
for other soil types refer to a registered structural engineer.  
Refer to sheet No '4' in plans for details other than shown on specification sheet and footing diagram sheet

**Notifications:-**

\* This sheet is printed by MultiBuild without alterations.

\* This sheet is not to be submitted to the approving authority, and is simply provided as an explanation of the building design characteristics.

\* The AS4055 Classification is provided for comparative purposes ONLY. The prevailing design wind speed has been calculated in accordance with AS/NZS 1170.2

\* Designs developed using AS/NZS1170.2 are legitimate for Class 10a Sheds used in residential areas and are not required to reference AS4055.

# QUEENSLAND FIRE & EMERGENCY SERVICES

## CONTAINER FOOTING

44-46 BURROWES STREET, SURAT

### DRAWING INDEX

DRAWING NUMBER	SHEET NAME
192074_01	STUMP AND ACCESS STAIRS LAYOUT
192074_02	LANDING SECTIONS
192074_03	ADJUSTABLE STUMP FOOTING DETAILS
192074_04	ADJUSTABLE STUMP TOPS
192074_05	CONSTRUCTION NOTES
192074_06	SITE PREPARATION REQUIREMENTS



www.brandoneng.com

CHICHELLA HEAD OFFICES 60m x 30m Box 1477 Chichester QLD 4660 (07) 4668 9371 chichester@brandoneng.com  
 100 WOODWARD ST, 101 WOODWARD ST Box 34, Chichester QLD 4660 (07) 4668 9371 chichester@brandoneng.com

THE ENGINEERING CONSULTANTS HAVE BEEN  
 DRAWING AND ANY ASSOCIATED DRAWINGS OR  
 EXISTING OR FUTURE AS A RESULT OF THE  
 OF THE CONSULTANTS' RELIANCE TO THE  
 PROJECT ENGINEER AND THE CLIENT'S  
 PROJECT ENGINEER'S WRITTEN APPROVAL  
 FROM THE

IF IN THE EVENT OF A DISPUTE BETWEEN THE  
 ENGINEER AND THE CLIENT, THE ENGINEER'S  
 THE ENGINEER'S DESIGN SHALL BE THE BASIS  
 OF ANY LITIGATION AND THE CLIENT'S  
 DESIGN SHALL BE THE BASIS OF ANY LITIGATION  
 BETWEEN THE ENGINEER AND THE CLIENT'S  
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 BETWEEN THE ENGINEER AND THE CLIENT'S  
 DESIGN SHALL BE THE BASIS OF ANY LITIGATION

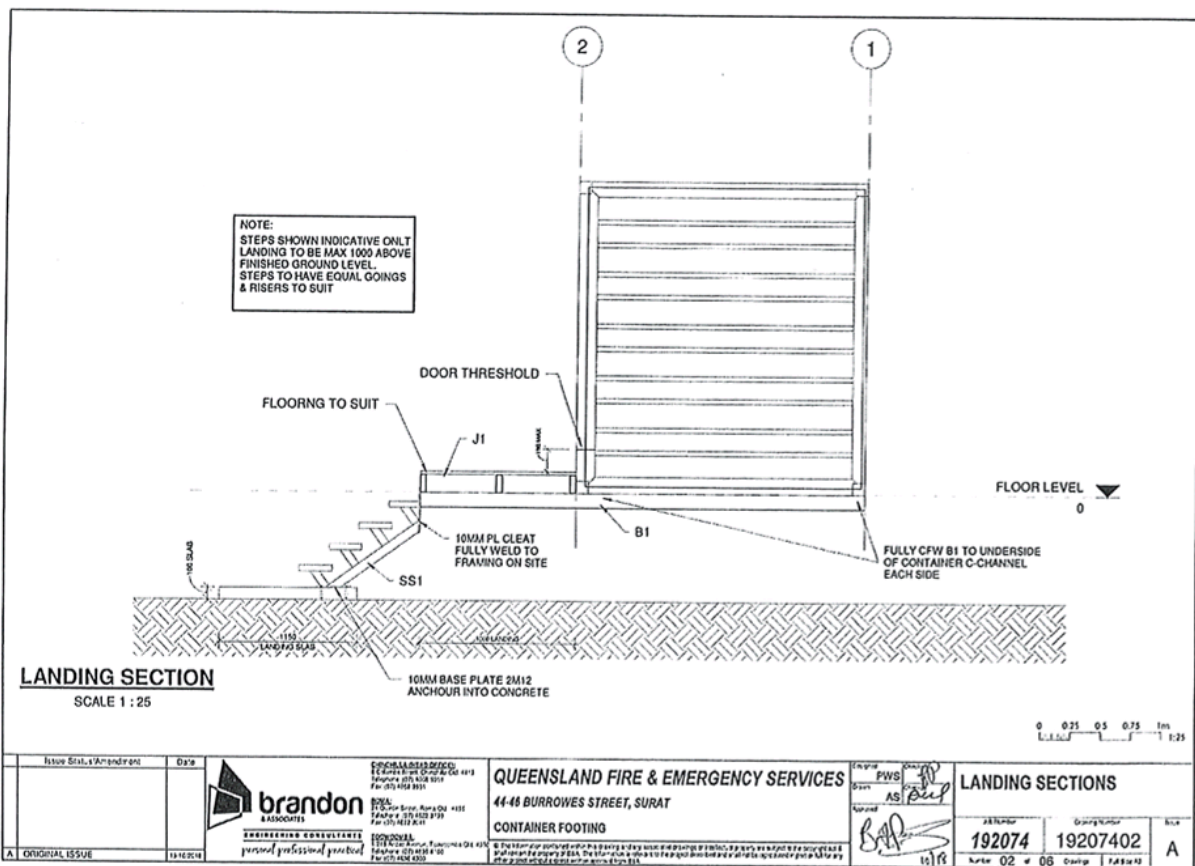


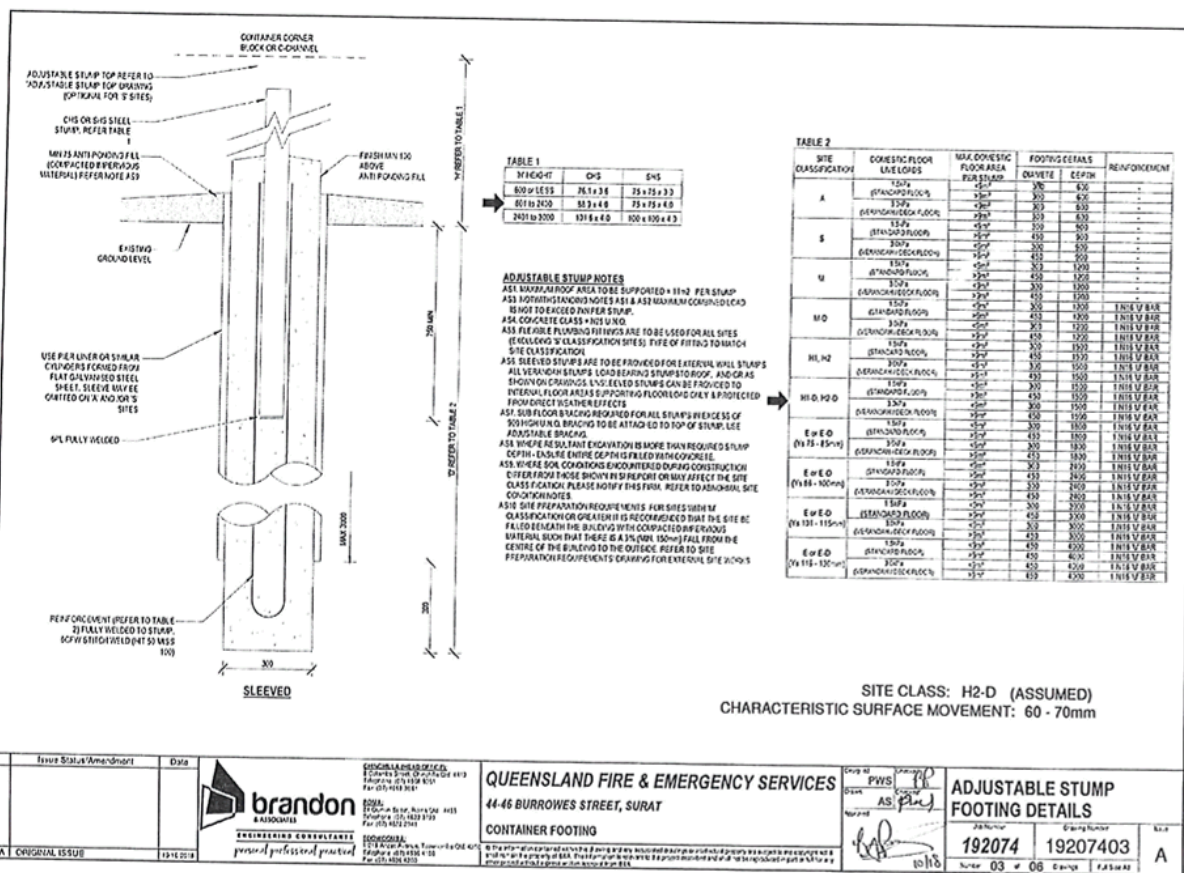
SCI QUAL  
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 QUALITY ASSURED COMPANY TO  
 ISO 9001:2015  
 REG. NO. 151

Member of:







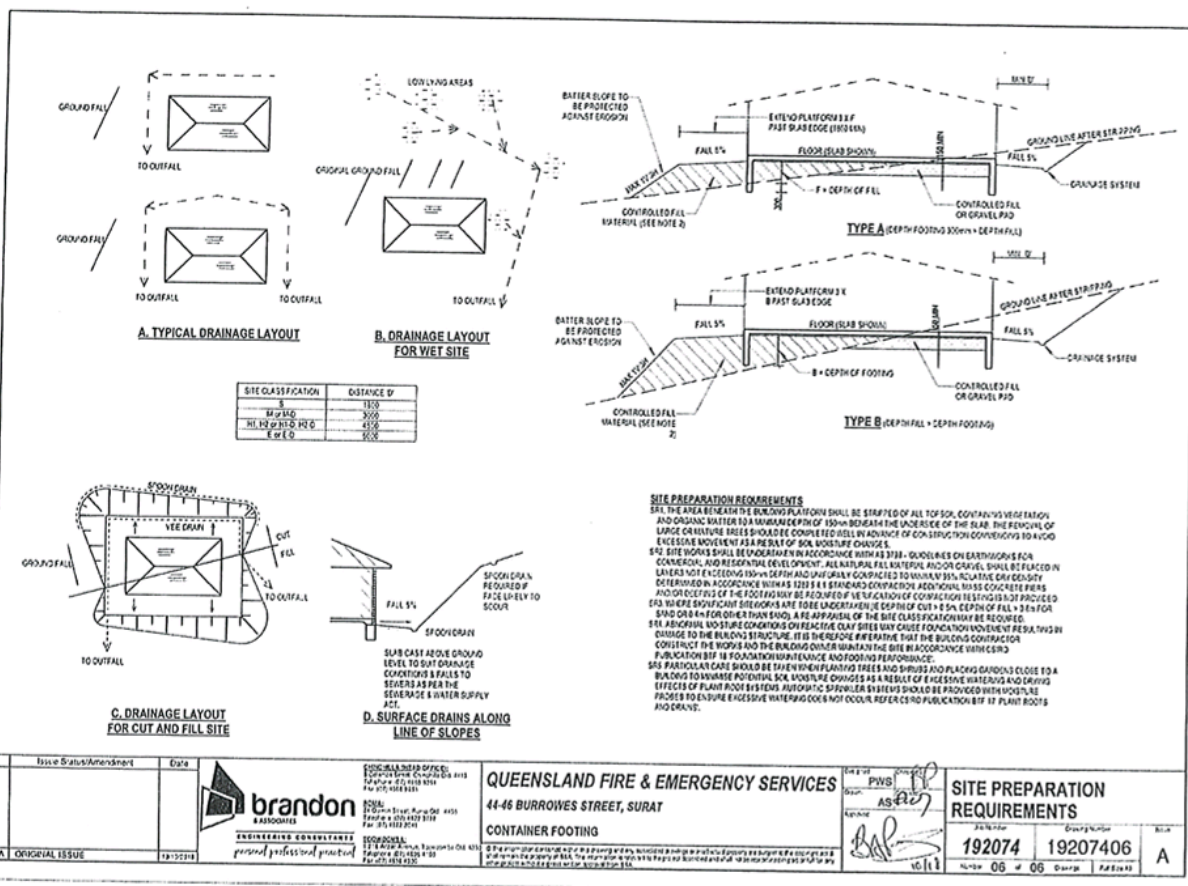






- 291 -







QBSA NO. 713335

T/A **CARDINAL CONTRACTING PTY.LTD.**  
**BRIAN DRABSCH BUILDING**

◆◆◆  
P.O. BOX 883 ◆ ROMA 4455 ◆ QLD  
MOB. 0418 621 510  
Email [briandbuilding@bigpond.com](mailto:briandbuilding@bigpond.com)

ABN 27081930145

DATE: 12/12/18

Queensland State Fire & Emergency Services  
Placement of donga in Surat

- Dig and install stumps for donga to be placed on by owner
- Owner to provide location of sewer and position
- Supply and install 3 landings and 4 high steps to donga as per plans
- Concrete slab at bottom of each set of steps.
- Council approval may be required.
- Power and water to be provided by owner.
- Storm water to boundary will be required. Extra cost.

Total \$24500.00 inc gst

VALID UNTIL: 30/12/2018

Signature: BRIAN DRABSCH



Roma Home Improvement Centre  
**QUOTE**

\*10654\*

11/10/2018 14:14:21 Page: 1

Revision: 0

CASH

CASH

Deliver To

STATE EMERGENCY SERVICE

Phone:

Fax:

Quote No: 10654

Operator: Kathleen

Sales Person: Kathleen

Expiry Date: 11/10/2018

A.C.N. 009 720 441 A.B.N. 71 009 720 441

Processed: 11/10/2018

Roma Home Improvement Centre

PO Box 129

64 Wyndham Street

Roma 4455

Phone: 0746223488

Fax:

Code	Description	Qty	Unit	Price	GST	Discount	Amount
9314732038479	HOT WATER SYSTEM AQUAMAX 250 Litre 3.6KW	1.00	EA	885.00	80.45		885.00

QUOTATION IS VALID FOR 30 DAYS. QUOTATION MUST BE ACCEPTED IN FULL. GOODS ON THIS QUOTATION ARE NON-RETURNABLE.  
THE GOODS ON THIS QUOTATION REMAIN THE PROPERTY OF ROMA HOME IMPROVEMENT CENTRE UNTIL PAYMENT IS RECEIVED IN FULL.  
TERMS NET 30 DAYS.

Comments:

Total: 885.00  
INC GST 80.45





**Roma Crane Hire Pty Ltd**

ABN 25 140 742 605  
134 – 136 Raglan Street  
Roma QLD 4455  
Ph – 07 4622 1122  
Accounts Ph - 07 4622 4722  
E-mail - [info@romacranehire.com.au](mailto:info@romacranehire.com.au)

---

12 October 2018

Hi David

Estimate of Work for 25t Franna, operator and dogman to relocate 40ft container based on 4hrs is \$1120 ex GST.

Kind Regards

Danielle Bentley  
Admin/Accounts  
Roma Crane Hire Pty Ltd





# Rising Sun Electrical Pty Ltd

QLD License: 81972

## QUOTE

<p>State Emergency Service</p>	<p><b>Site</b> Surat SES shed</p>	<p><b>Date</b> 06 November 2018</p> <p><b>Expiry Date</b> 06 January 2019</p> <p><b>Quote Number</b> QT00037</p> <p><b>ABN</b> 49615837780</p>	<p>14 Everingham Avenue, Roma, Qld, 4455 Phone: 0407736948 Email: risingsunelectrical@gmail.com</p>
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Install new circuit to supply container which will be relocated to behind the SES shed in Surat. Test and commission all new work as well as the existing installation. Terminate new hot water system on outside of donga. If the HWS has not been sourced by that time, I will be required to leave the circuit locked out.

Any fault finding required on existing installation will be charged at hourly rate. Removal or relocation of existing septic tank power circuit can also be completed at hourly rate. I would also recommend replacing the smoke alarms in the container if they are not photo electric alarms.

Description	Quantity	Unit Price	Amount
Labour including travel	9	95.00	855.00
Materials including cable, conduit and fixings.	1	425.35	425.35
Subtotal			1,280.35
Total GST			128.04
<b>Total AUD</b>			<b>1,408.39</b>

Thank you for the opportunity to provide a quote. This quote is valid for 30 days. Please indicate your acceptance by via email or signing below and returning the form.

Signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Date: \_\_\_\_\_



**INFORMATION REPORT****Meeting:** General 26 June 2019**Date:** 13 June 2019**Item Number:** 13.2**File Number:** D19/49837**SUBJECT HEADING:** Regional Pool Report May 2019**Classification:** Open Access**Officer's Title:** Administration Officer - Council Buildings & Structures

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**Executive Summary:**

Across the region, Council maintains five swimming pool complexes and the Great Artesian Spa complex.

Contractors operate the pools under Management Agreements, and provide monthly reports to Council identifying attendance, pool temperatures, chemical levels, maintenance issues and consumables.

Reports presented for the Month of May 2019 include Denise Spencer Pool Roma, Wallumbilla Pool, Surat Pool, Mitchell Pool and The Great Artesian Spa. Injune Pool report not received in time for report.

**Officer's Recommendation:**

That Council receive the Regional Swimming Pool reports for the Denise Spencer Pool Roma, Wallumbilla Pool, Surat Pool, Mitchell Pool and the Great Artesian Spa for the month of May 2019.

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**Background:**

Due to the risk and nature of public pools, this report is presented to Council to keep Councillors informed of any ongoing issues with our regional pools.

**Body of Report:** Issued maintenance requests and current actions tabled below:

<b>DENISE SPENCER POOL ROMA</b>	First Aid Equipment.	None required
	Consumables	240 Litre garbage bags order Req number 08184
	Maintenance – Water tap water play park pump shed	Plumbers have inspected and was working on the day of inspection will continue to monitor.
	Maintenance Missing Tiles shallow end of 50mt pool	Due to aging surface of the pool and tiles, the movement in the ground is causing the tiles to crack leaving sharp edges.

**Maranoa Regional Council**

**General Meeting - 26 June 2019**

		Need-it is being placed on the sharp edges of the tiles as a short term repair. Long term budget considerations for pool upgrade.
	Water play park bunding	New wheelie bin supplied
	Pest control	Scheduled June 2019
	Mowers servicing.	Defect sent to plant in October for this to be completed. Due to changes in plant servicing arrangements, mowers have been collected by Maranoa Mini Motors for servicing.
<b>Surat Pool</b>	First Aid	None required
	Consumables	None required
	Maintenance – Leaking seal on sand filter.	Part of capital upgrade on wading pool.
	Wading pool – Valve on filter leaking while backwashing.	Part of capital upgrade on wading pool.
	Wading pool – Opening and closing valve to be replaced.	Part of capital upgrade on wading pool.
	Wading pool – drain pipe replacement	Part of capital upgrade on wading pool.
	Rust coming through the wall on the 25m pool.	Requires fibre glassing to coping tile to prevent further decay of pool. This will require capital upgrade. Being Investigated.
	Holes and gaps appearing around the concourse of the 25m pool.	This is being investigated.
	Handrails rusted out.	To be repaired.
	Blanket roller bearing is damaged and needs replacing.	This is being investigated to see what needs to be ordered to fix.
	Main circulation pump is corroded.	Surat Plumbers have ordered parts to replace it.
	Safety – No dry area/shade for patrons.	Surat pool has no shade or shelter area if it rains. Identified in previous pool audits. Proposed 2019/20

<p align="center"><b>Maranoa Regional Council</b></p> <p align="center"><b>General Meeting - 26 June 2019</b></p>
---

		budget consideration.
<b>Wallumbilla Pool</b>	First Aid supplies	None Required
	Maintenance/Safety Issues.	All maintenance and safety issues requested are to be completed by the school.
	Pest Control and service of equipment.	To be completed in the off season as requested by contractor.
	Pool Hoist.	Requested as there are no stairs into the pool only a ladder. Referred to school for consideration.
	Extra Lighting.	Referred to the school for consideration
	Air conditioning kiosk.	Referred to the school for consideration
	Servicing of mowers.	Defect sent to plant
<b>Mitchell Pool</b>	First Aid Supplies.	Non Required
	Consumables.	Non Required
	Maintenance.	Spraying of termites in kiosk and change rooms has occurred 12/6/19, follow up treatment required for 2 weeks' time. Damage in kiosk shelving required repair once treatment has been completed.
<b>Great Artesian Spa</b>	First Aid supplies.	Not required.
	Consumables order.	Req sent to council stores PO sent for testing tablets and acid.
	Rowing Machine and Smiths Machine require servicing.	Quote received and PO issued for servicing and new rowing machine. Repairs have commenced waiting on parts.
	New Path Slippery when wet.	Council painter has coated with non-slip paint. Completed
	Tap in the café area Leaking.	Repaired by council pumpers. Completed
	Servicing of Automatic dosing equipment.	Will be scheduled for August, to have the servicing completed.
	Leaking Pipe near the injectors.	Council plumbers have repaired the leak.
	Water dispenser in the	Requires a new bottle to

	gym.	be ordered, quote received for 2 new bottles, PO issued.
	Lighting around the spa not working	AJW has repaired the lights.
	Gum tree request to have trimmed up or removed.	To be completed in the off season, October to March.
	Eyewash and emergency shower.	Council plumbers asked to repair.
	Chemical shed door.	Requested quotes.
	Spa gates.	Requested quotes.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.9 Manage Council's land and buildings that contribute to the provision of a range of services across the region and are used by residents, visitors, business, industry and Council

4.9.4 Manage the region's 6 swimming pools.

**Supporting Documentation:**

<a href="#"><u>1</u></a>	Great Artesian Spa Monthly Pool Report May 2019	D19/47602
<a href="#"><u>2</u></a>	Mitchell Memorial Pool Monthly Pool Management Report May 2019	D19/48948
<a href="#"><u>3</u></a>	Wallumbilla Pool Monthly Pool Management Report May 2019	D19/49331
<a href="#"><u>4</u></a>	Surat Pool Monthly Pool Management Report May 2019	D19/49327
<a href="#"><u>5</u></a>	Denise Spencer Memorial Pool Roma Monthly Pool Management Report May 2019	D19/47604

**Report authorised by:**

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services

Manager - Facilities (Land, Buildings & Structures)

**Maranoa Regional Council**  
**Monthly Pool Management Report**  
**For the Month of May 2019**

**Pool Name – Great Artesian Spa**

**1. Pool Entries**

	General Entry	School Group	Swimming Club	Learn to Swim	Other
Adult	1354				764
Children	Combined with adults				

Comments:-

Friday Morning Tea – 52, Sunday Breakfast – 35, Vital Health – 27.

**2. Gymnasium Use :**

Comments:

257 entries into the gym with a total of 11 attendees for Yoga and 3 for Zumba.

**3. Cold Pool Chemical Log**

Averages	Chlorine PPM	PH	Total Alkalinity	Calcium
Week 1	3.68	7.42	2.2AF	2.2CF
Week 2	3.70	7.50	2.0AF	2.1CF
Week 3	5.71	7.57	1.9AF	2.2CF
Week 4	5.40	8.70	1.9AF	1.9CF

Comments:-

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**4. Hot Pool Chemical Log**

Averages	Chlorine PPM	PH	Total Alkalinity	Calcium
Week 1	3.93	7.32	1.6AF	1.8CF
Week 2	4.10	7.50	2.0AF	1.8CF
Week 3	4.94	7.37	2.0AF	2.1CF
Week 4	4.30	7.40	2.0AF	1.3CF

Comments: -

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## 5. Cold Pool Temperature

	Daily Average
Week 1	25
Week 2	22
Week 3	22
Week 4	24

Comments:-

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## 6. Hot Pool Temperature

	Daily Average
Week 1	40
Week 2	38
Week 3	38
Week 4	39

Comments:-

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## 7. First Aid Kit Check

Replacement Supplies Required (please list): -

No items required.

## 8. Consumables

Items required eg. Toilet paper, hand towel, soap (please list):-

1 x Handle Broom Mop, 6 x Mop Heads (2x blue, 2x red, 2x green), 1x Sudzee, 1x Laundry Powder, 4x boxes Phenol Red (PH), ½ Pallet Hydrochloric Acid 20L.



## 9. Maintenance Issues (please list):-

**Booringa Action Group Inc.  
Outstanding Maintenance Report****All Transactions**

Date	Num	Description
10/04/2019	69	Rowing machines in the gym both need to be looked at. Both are faulty.
10/04/2019	71	On site inspection and service of the automatic dosing equipment is requested.
02/05/2019	75	Left side sink in female toilets seems to be blocked.
02/05/2019	78	PUMP SHED - There is a pipe near the injectors that is leaking, needs sealant of some sort.
02/05/2019	80	Gates on spa deck aren't closing properly. Have found numerous times gates not latched properly
02/05/2019	81	Tap in cafe area is leaking. Can we please get this looked at and fixed.
02/05/2019	82	Water Dispenser in gym - The bottle has a split down the side and is now unable to be used.
02/05/2019	83	Gum Tree surrounding pool has been dropping endless amounts of debris into the spa pools
14/05/2019	84	Lights are not working around the table and chairs in the spa pool area.
14/05/2019	86	Emergency shower/eye wash has a constant leak which is running into the pump shed.
05/06/2019	88	Chemical Shed Door to be fixed, too hard for staff to shut properly. Needs great force to close ...

**10. Any other Issues Requiring Reporting**

The Great Artesian Spa has received a Certificate of Excellence on Trip Advisor for the second year in a row. Staff have been working hard to achieve these great results.

Name & Signature of Pool Manager

Signed:-



Jeffrey Watson

Date : 05/06/2019



**Maranoa Regional Council**  
**Monthly Pool Management Report**  
**For the Month of May 2019.**

**Pool Name – Mitchell Memorial Swimming Pool**

**1. Pool Entries**

	General Entry	Average per day pool is open	School Group	Swimming Club	Learn to Swim	Other
Adult	0		N/A	N/A	N/A	N/A
Children	0		N/A	N/A	N/A	N/A
Family (2Adults&2Children)	0		N/A	N/A	N/A	N/A

Comments:-

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**Pool Chemical Log**

Averages	Chlorine PPM	PH	Total Alkalinity	Calcium
Week 1	Hi	8.00	110	70
Week 2	4.60	7.80	110	70
Week 3	3.20	7.80	100	70
Week 4	2.10	7.90	100	70

Comments:-

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**2. Pool Temperature**

	Daily Average
Week 1	20.7
Week 2	20.4
Week 3	20.0
Week 4	20.0

Comments:-

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**3. First Aid Kit Check/ Oxygen Resuscitation Kit - Replacement Supplies Required (please list):-**

Version 3. 03/06/15 Maranoa Regional Council

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4. Consumables

Items required eg. Toilet paper, hand towel, soap (please list)

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5. Maintenance Issues (please list):

- Spray for active termites in Male change rooms.

6. Safety Issues (Please list)

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7. Safety Issues Resolved

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8. Incidents (please ensure all incidents are reported to council the same day they occur on council's incident form )

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9. Issues with unruly patrons ect (Drunk, abusive, violation of pool rules)

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11. Any other issues that should be reported to Council

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Name & Signature of Pool Manager

Signed:- Katrina Mansfield

Date :- 6<sup>th</sup> June 2019

**Maranoa Regional Council**  
**WALLUMBILLA POOL MANAGEMENT REPORT**  
**For the Month of June 2019.**

**1. Pool Entries**

	General Entry	Schools	Race Night	Squad	Learn to Swim	AquaFit	Total
Adult	0	0	0	0	0	0	0
Children	0	0	0	0	0	0	0
						<b>Total</b>	<b>0</b>

Comments: Off season

**2. Pool Chemical Log**

Averages	Chl PPM	PH	T/A	CaH	Temp	TDS	SI
Week 1	2 - 4	8.00	100	150	18°	6.0	-0.3
Week 2	2 - 4	8.00	100	150	18°	6.0	-0.3
Week 3	2 - 4	8.00	100	150	15°	6.0	-0.3
Week 4	2 - 4	8.00	100	150	13°	6.0	-0.3

Comments:- Water clarity is great.

**3. First Aid Kit Check/ Oxygen Resuscitation Kit - Replacement Supplies Required (please list):-**

None required

**4. Consumables - Items required e.g. Toilet paper, hand towel, soap (please list):-**

None required

**5. Maintenance request (please list):-**

Mower tyre has a puncture and needs repairing. Reported on the 15<sup>th</sup> April

Ride on mower blades need replacing they are blunt and not cutting the grass, I would say it needs a service as well.

Water leak on the eastern side of the pool,

Removal of trees – there are gum trees around the pool that create a huge mess daily and the flowers are hard to get rid of as they float on top of the water.

Removal of contaminated dirt and top dressing with feed lot manure to establish grass. Is there a grant that could help with this?

**7. Safety Issues (Please list)**

- Pool hoist as there is no steps for older people to enter the water. This was also identified by a patron as their friend couldn't come to the pool as she couldn't enter or exit the pool.
- Extra lighting for night use (photo below)

**8. Safety Issues Resolved**

NA

**9. Incidents (please ensure all incidents are reported to council the same day they occur on council's incident form )**

None to report

---

**10. Issues with unruly patrons ect (Drunk, abusive, violation of pool rules)**

No

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**11. Any other issues that should be reported to council**

The kiosk is not lined and has no air conditioning and really is a hot box. We took the thermometer in there and it was 36 degrees with everything open. Could you approach school and see if they would like to go halves in lining it. Christmas holidays last year Kirsten York (swim club) made mention of wanting to get it done. Disposal of chemical drums. Where is the nearest depot for disposable chemical drums?

**Photos**

- Needs more lighting for night use.



**Off Season Jobs**

- Pest control - to spray all buildings and sheds.
- Service mowers, whipper snipper, blower – 1 x ride on, 1 x push mower, 1 x whipper snipper
- Service dosing pumps

**Name & Signature of Pool Manager**

Signed:- M N SUTTON

Date : 11.06.2019

**Maranoa Regional Council**  
**SURAT POOL MANAGEMENT REPORT**  
**Month of June, 2019.**

- **Pool Entries**

	General Entry	Schools	Race Night	Squad	Learn to Swim	Aqua Ducks	Total
Adult	0	0	-	-	-	-	0
Children	0	0	-	-	-	-	0
Total							0

Comments:

---

- **Pool Chemical Log**

25m Pool	Averages	Chl PPM	PH	T/A	CaH	Temp	TDS	SI
	Week 1	1 - 3	7.80	80	150	20°	1900	-0.1
	Week 2	1 - 3	7.80	80	150	20°	1900	-0.1
	Week 3	1 - 3	7.80	80	150	20°	1900	-0.1
	Week 4	1 - 3	7.80	80	150	20°	1900	-0.1
Wading Pool	Averages	Chl PPM	PH	T/A	CaH	Temp		
	Week 1							
	Week 2							
	Week 3							
	Week 4							

Comments:- Water clarity is excellent. Running the pH around the 7.80 to keep my alkalinity around the 80 without adding bicarb all the time.

Wading pool is empty.

---

- **First Aid Kit Check/ Oxygen Resuscitation Kit - Replacement Supplies Required (please list):-**

None required. I have a couple thing out of date or just on due but will order August in time for the start of season.

- **Consumables - Items required e.g. Toilet paper, hand towel, soap (please list):-**

None required

- **Maintenance Issues (please list):-**

- Leaking seal on Sand filter. (photo below) reported 10/01/18
- Sharp point on hand rail. A patron came across it on 1/12/17 and notified me. (have put putty over it)
- Wading pool – opening and closing valve needs replacing.
- Wading pool - valve on the filter leaks after doing a backwash.
- Wading Pool – drain pipe will need to be replaced in the off season.
- Rust coming though in 25m pool – *pictured below*.
- There are holes and gaps appearing around the concourse. Some have been there a long time and have been checked and cleared however I think it's time to have them rechecked as there are new holes appearing.

Note: I rang Rob Hayward on the 28/11/18 to explain how the concourse has sagged taking photos of it doesn't really show how bad it has gotten.

- Hand rail on ladder located deep end West side is rusted out.
- Blanket roller bearing is damaged and needs replacing.
- Main circulation pump is corroded (Josh Broadhead was ordering parts to replace).

- **Safety Issues (Please list)**

- Shade/ shelter area as identified in the audit. Surat Pool has no shelter for patrons to stand under when it rains.
- HEALTH HAZZARD in October I had problems with the ladies amenities blocking and have discovered that the septic and storm water is all connected. I had faeces coming up in the change room and over flowing in the BBQ area. I have moved the BBQ outside the fenced area until we can make the BBQ area hygienic again. I have suggested concreting the area that way if the drain trap (DT) overflows again we can wash the area down with sanitiser. Emailed Facilities 26/10/17. UPDATE: new toilets and pipes have been put in, can we lay a cement pad down for hygiene?
- Mosquito breeding ground at the back gate every time it rains as there is no drainage between the Rec oval and the pool. *Picture below*.
- First aid room. Identified in the audit.

- **Safety and Maintenance Issues Resolved this month**

None to report

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- **Incidents (please ensure all incidents are reported to council the same day they occur on council's incident form )**

Nothing to report.

---

- **Issues with unruly patrons ect (Drunk, abusive, violation of pool rules)**

None to report

---



- Any other issues that should be reported to council

29/05/2019 Pest control sprayed the pool and Nick Allen came and did safety checks on electricals.

#### Photos

- Leaking seal on Sand filter.



- Rust – there is rust coming through at the shallow end of 25m pool



- Gaps in concourse - Hard to see in the photo.



- Hand rail rusted out.



- Mosquito breeding ground



#### Off Season Jobs

- Wading Pool – drain pipe will need to be replaced in the off season. April 2018
- Pest control - to spray all buildings and sheds. Sprayed May 2017
- Service mowers, whipper snipper, blower – 1 x ride on, 1 x push mower, 1 x whipper snipper, 1 x blower
- Service dosing pumps – August is a good time to do this. Last serviced 19/09/2017


#### Wish List

- Covered area for shelter and shade. There is a small area at the entrance of the facility that people can take shelter if it rains. (Patrick measured this up when he was here)
- Tables and chairs for the sheltered area
- Office/first aid room – on Ros Waldron's pool visit (26/10/17) we spoke about my lack of room and how much I am cramming into a small space. I have previously had in my monthly reports about turning the front room (adjacent the kiosk, though the wall of picture 3) into an office. If we can put a double door through that wall it can be a first aid and office combined ticking off on issues brought up in our audit.  
When Ricky Jones was here measuring up the amenities I asked if he could look at the possibility of doing this. Firstly he said it could be done, secondly he said that the brick wall is a load bearing wall and that there will need to be electrical work done as in rerouting wiring and split system air conditioner.



#### Name & Signature of Pool Manager

Name:- Mel Sutton – Outback Swim School - Manager Surat Pool

Signed:-   
M N SUTTON

Date : 11.06.2019

**Maranoa Regional Council**  
**Monthly Pool Management Report**  
**For the Month of May 2019**

**Pool Name – DENISE SPENCER MEMORIAL POOL**

**1. Pool Entries**

	General Entry	School Group	Swimming Club	Squad	Aqua Aerobics	Vital Health	Learn to Swim	Season Pass
Adult	240			10	22	10		157
Pensioner-65+	116					8		
Children	10			21			159	24

Comments: Many of my figures rely on people completing data sheets on entry

The decommissioning of the above ground pool has lead to a significant drop in lessons and therefore public use of the pool.

I recently visited Moreton Bay College to speak with Shaun Crowe about the lessons he had learnt from building his LTS Pool there. We discussed his research into container pools for Iona College. I will be visiting a company that makes and supplies these and some businesses that have implemented programs within these pools. There are so many options out there for public pools and learn to swim schools. It is of most interest to talk with managers and owners alike to here their stories what they have learnt and what could have been done differently to plan more viable. My colleagues are open about the mistakes they have made and how they failed and where they triumphed.

**2. Pool Chemical Log**

Averages	Chlorine PPM	PH	Total Alkalinity	Calcium
Week 1	2-3	7.6	39	290
Week 2	2-3	7.6	55	170
Week 3	2-3	7.6	36	270
Week 4	4-6	7.2	38	140

Comments:-

**From June Report**

Bird poo is a real issue and so are broken rotten eggs with dead chicks inside ending up in the pool. Berries and fronds are falling from palm trees into waterpark. The trees may need trimmed again. Rats climbing in and out of ceiling near entrance early in the morning. Bird mesh went up, but the pigeons just fly underneath so this is still an issue.

**3. Pool Temperature**

	Daily Average
Week 1	28
Week 2	28.5
Week 3	28

Version 3. 03/06/15 Maranoa Regional Council

Week 4	28
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**Comments:-**

4. First Aid Kit Check/ Oxygen Resuscitation Kit -
5. Consumables – 240 litre garbage bags for in the wheelie bins used in bathrooms.
6. Maintenance Issues (please list):-

The tap in the water park shed does not always supply water to clean filters. Sometimes when the valve is open nothing happens.

I require Bunding for Chlorine in Play Park Shed that meets recommended guide lines.

Tiles missing from pool still near shallow end stairs waterpark side.

My mowers could potentially be serviced. Whipper snipper starts and then dies and does not cut grass. I don't know if the facility was sprayed this season. I have loads of redbacks.

Could pest control be organised for last week in June so there is a 2 week period where the spray has time to kill vermin before I start gurneying again.

Could mower maintenance be organised for the first week in August?

Am I right to shut heating down last day of June and shut all pumps down? This will allow for sufficient water drop to replace missing tiles from stairs on wet park side of pool.

Can council please organise for Jamie to help start wet park and turn heaters on between Monday 22<sup>nd</sup> July and Wednesday 24<sup>th</sup> July?

7. Safety Issues (Please list)

8. Safety Issues Resolved

9. Issues with unruly patrons ect (Drunk, abusive, violation of pool rules)

A father recently abused me and used threatening language towards me and about a child in my squad. The issue was so concerning I was advised to seek police support to ensure the safety of the lad.

10. Incidents:

Name & Signature of Pool Manager

Signed:- *Stacey Robertson*

Date: 1/06/2019

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 16 May 2019

**Item Number:** 13.3

**File Number:** D19/37985

**SUBJECT HEADING:** Injune Professional Rodeo Association  
Incorporated - Draft User Agreement

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing  
Officer/Team Coordinator

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### **Executive Summary:**

Council is asked to consider entering into a formal agreement with Injune Professional Rodeo Association Incorporated for the use of the Injune Rodeo & Cutting Grounds.

### **Officer's Recommendation:**

That Council:

1. Enter into a non-exclusive user agreement with Injune Professional Rodeo Association Incorporated for a period of five (5) years for the use of Injune Rodeo & Cutting Grounds.
  2. Charge no hire fee for the use of the Injune Rodeo & Cutting Grounds by the Injune Professional Rodeo Association Incorporated for the term of this agreement.
  3. A copy of public liability insurance to the value of ten (10) million dollars be provided to Council by the group before annual event is held.
- 

### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Injune Professional Rodeo Association Incorporated

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
Nil	Nil

### **Context:**

***Why is the matter coming before Council?***

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Injune Professional Rodeo Association Incorporated have been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions and would now like to enter into an agreement with Council for the use of the Injune Rodeo & Cutting Grounds.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under***

***consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

Manager - Facilities (Land, Building and Structures)  
Regional Sport & Recreation Development Coordinator  
Injune Professional Rodeo Association Incorporated

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

Nil

**Future Years' Budgets:**

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

**Impact on Other Individuals or Interested Parties:**

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?*

(Interested Parties Analysis - IS9001:2015)

Nil

**Risks:**

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

**Advice to Council:**

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised Council agree to enter into an agreement with this organisation.

**Recommendation:**

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

*Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

That Council:

- Enter into a non-exclusive user agreement with Injune Professional Rodeo Association Incorporated for a period of five (5) years for the use of Injune Rodeo & Cutting Grounds.
- Charge no hire fee for the use of the Injune Rodeo & Cutting Grounds by the Injune Professional Rodeo Association Incorporated for the term of this agreement.
- A copy of public liability insurance to the value of ten (10) million dollars be provided to Council by the group before annual event is held.

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.9 Manage Council's land and buildings that contribute to the provision of a range of services across the region and are used by residents, visitors, business, industry and Council

4.9.3 Develop and implement agreements for the long term use of facilities (including leases, management agreements, user agreements).

**Supporting Documentation:**

[1](#) Draft User Agreement - Injune Professional Rodeo

D19/46596

Association Incorporated

**Report authorised by:**

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services





## **Injune Rodeo & Cutting Grounds**

### **USER AGREEMENT**

**Injune Professional Rodeo Association  
Incorporated**

**ABN 95 185 489 495**

## FACILITIES USER AGREEMENT

### BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant access and use of the Facilities to the Hirer on the terms and conditions contained in this document.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

**Access Times** means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

**Associates** means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

**Council** means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

**Council Responsibilities** means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

**Facilities** means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

**Government Authority** means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Hire Details** means those details specified in Schedule 1.

**Hire Fee** means the amount specified in Item 9 of the Hire Details.

**Hirer** means the party described in Item 2 of the Hire Details.

**Hirer Responsibilities** means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

**Insurance** means the policy types and levels of cover specified in Item 13 of the Hire Details.

**Outgoings** means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

**Permitted Use** means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

**Responsible Person** means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and

- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

**Signage** means the signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

**Term** means the period specified in Item 7 of the Hire Details.

**Venue** means the land described in Item 3 of the Hire Details.

## 2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
- (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
  - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

## 3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

## 4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

## 5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake Council Responsibilities of all other upkeep of the Venue and the Facilities not specified in clause 5(a).

## 6. SIGNAGE AND ADVERTISING

The Hirer may erect Signage but must not erect any other signs or advertising at the Venue without the prior written approval of Council.

**7. HIRER'S WORKS**

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

**8. HIRER'S WARRANTIES**

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

**9. INDEMNITIES AND RELEASE**

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of anything and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

**10. INSURANCE**

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
- (b) give Council evidence of currency on request;
- (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
- (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.

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**11. SAFETY, ACCIDENTS AND/OR FIRST AID**

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

**12. MISCELLANEOUS****12.1 Amendment**

This document can only be amended or replaced by another document signed by the parties.

**12.2 Assignment**

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

**12.3 Compliance with laws**

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

**12.4 Costs**

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

**12.5 Counterparts and facsimile copies**

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

**12.6 Default**

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

**12.7 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

**12.8 Disputes**

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

**12.9 Entire agreement**

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

**12.10 Governing law**

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

**12.11 GST**

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

**12.12 Make good**

When this document ends the Hirer must make good the Venue and Facilities including cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

**12.13 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

**12.14 No merger**

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.



**12.15 No warranty by giving consent**

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

**12.16 Remedies cumulative**

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

**12.17 Rights contractual**

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

**12.18 Severability**

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

**12.19 Survival of rights and obligations**

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

**12.20 Waiver**

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

## Schedule 1

### HIRE DETAILS

Item 1	<b>Council</b>	<b>Maranoa Regional Council ABN 99 324 089 164</b> Responsible Person: Facility Lease Management Phone: 07 46240815 Email: council@maranoa.qld.gov.au Address: P O Box 620 Roma Qld 4455
Item 2	<b>User</b>	<b>Injune Professional Rodeo Association Incorporated ABN 95 185 489 495</b> Responsible Person: The President Phone: 0439549621 Email: fien3kv@bigpond.com Address: P O Box 186 Injune Q 4454
Item 3	<b>Venue</b>	Lot 143 WT243 - Injune Rodeo & Cutting Grounds
Item 4	<b>Facilities</b>	Arena, bar area, cattle yards, canteen, camping area, amenities, lights, secretary office
Item 5	<b>Permitted Use</b>	Annual rodeo competition, schools and organisation meetings
Item 6	<b>Licence Type</b>	Non-Exclusive
Item 7	<b>Term</b>	5 years – commencing 2019 and expiring 2024
Item 8	<b>Access Times</b>	As per required use – including preparation, clean up and ensuring building is locked upon leaving.
Item 9	<b>Hire Fee</b>	Councils fee and charges adopted for each financial year in respect of the venue and facilities.
Item 10	<b>Signage</b>	Prior authorisation from Council must be sought.
Item 11	<b>Condition Report</b>	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662
Item 12	<b>Safety Reporting</b>	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	<b>Insurance</b>	<ul style="list-style-type: none"> <li>Public Liability - \$10,000,000.00 (on a 'claims occurring basis')</li> </ul>
Item 14	<b>Outgoings</b>	<ul style="list-style-type: none"> <li>Council shall be responsible for water and electricity charges at the premises.</li> <li>This utility is a major cost item for Council and the usage is to be monitored carefully.</li> </ul>
Item 15	<b>Hirer Responsibilities</b>	<ul style="list-style-type: none"> <li>Insurances - property and public liability.</li> <li>Responsible Service of Alcohol - organising of liquor licence when necessary</li> <li>Cleaning of the facilities, amenities and grounds during and on completion of event</li> <li>All rubbish is to be placed in bins located around the grounds</li> <li>Organise contractors for event – supply stock</li> </ul>



- 
- Watering of venue for dust suppression
  - Rip/ level and water arena in consultation with other users of the facility
  - Set up portable panels for events
  - Organise ambulance to be present for event
  - Approach Council in regards to fee waiver for the event
  - Maintain arena standard as per individual sporting requirement. Surface is to be levelled on completion of event.
  - Shipping container onsite, share with the Injune Cutting Club
  - Notify Council of executive positions after Annual General Meeting.
  - Copy of Certificate of Currency to be provided to Council annually.

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**Item 16 Council Responsibilities**

- Insurances - property and public liability
- Rates, water, electricity
- Pest control and RDC (Residual Circuit Device) checks
- Maintenance on buildings
- Maintenance of grassed areas on a scheduled roster.
- Organise extra bins if required (stored onsite)
- Council truck onsite with cage for collection of rubbish
- Pumping of septic system before event and during if required
- Clean amenities (old demountable and new shower/toilet block) before event

## Execution

**Executed** as an agreement.

### COUNCIL

**SIGNED** for **MARANOA REGIONAL COUNCIL**  
by its duly authorised officer, in the  
presence of:

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

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

\_\_\_\_\_  
Name of officer (BLOCK LETTERS)

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Office held (BLOCK LETTERS)

\_\_\_\_\_  
Date signed

### HIRER

**SIGNED** for **Injune Professional Rodeo  
Association Incorporated** by its duly  
authorised officer, in the presence of:

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

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

\_\_\_\_\_  
Name of officer (BLOCK LETTERS)

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Office held (BLOCK LETTERS)

\_\_\_\_\_  
Date signed

<b>Proposed Responsibilities</b>	<b>Council</b>	<b>Injune Rodeo Association Inc</b>
Pest control and RDC (Residual Circuit Device) checks	•	
Rates, water, electricity	•	
Maintenance on building	•	
Maintenance of grassed areas on a scheduled roster.	•	
Organise extra bins if required (stored onsite)	•	
Council truck onsite with cage for collection of rubbish	•	
Pumping of septic system before event and during if required	•	
Clean amenities (old demountable and new shower/toilet block) before event	•	
Insurances - property and public liability	•	•
Responsible Service of Alcohol - organising of liquor licence when necessary		•
Cleaning of the facilities/ amenities and grounds during and on completion of event		•
All rubbish is to be placed in bins located around the grounds		•
Organise contractors for event – supply stock		•
Water of venue for dust suppression		•
Rip/ level and water arena in consultation with other users of the facility		•
Approach Council in regards to fee waiver for the event		•
Set up portable panels for events		•
Organise ambulance to be present for event		•
Notify Council of executive positions after Annual General Meeting.		•
Copy of Certificate of Currency to be provided to Council annually.		•

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Maintain arena standard as per individual sporting requirement.		
Surface is to be levelled on completion		•
Shipping container onsite – share with the Injune Cutting Club		•

DRAFT

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 4 June 2019

**Item Number:** 13.4

**File Number:** D19/46300

**SUBJECT HEADING:** Draft User Agreement - Injune Cricket Club Inc

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing  
Officer/Team Coordinator

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### **Executive Summary:**

Council is asked to consider entering into a formal agreement with the Injune Cricket Association Incorporated for the use of the Steve Murray Sports Oval and Cricket Clubhouse.

### **Officer's Recommendation:**

That Council:

1. Enter into a non-exclusive user agreement with Injune Cricket Association Incorporated for a period of five (5) years for the use of the Steve Murray Sports Oval.
2. Charge no hire fee for the use of the Steve Murray Sports Oval and clubhouse for the term of this agreement.
3. A copy of public liability insurance to the value of ten (10) million dollars be provided by the Injune Cricket Association Incorporated.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Injune Cricket Association Incorporated

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
Nil	Nil

### **Context:**

***Why is the matter coming before Council?***

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

After early discussion with the club about a formal agreement they became incorporated for better club governance.

The group has been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions, and would now like to enter into an agreement with Council for the use of the Steve Murray Sports Oval.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Manager - Facilities (Land, Building and Structures)  
Regional Sport & Recreation Development Coordinator  
Injune Cricket Association Incorporated

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

Nil

### Future Years' Budgets:

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?* (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

### Impact on Other Individuals or Interested Parties:

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

Nil

### Risks:

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

### Advice to Council:

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised Council agree to enter into an agreement with this organisation.

### Recommendation:

*What is the 'draft decision' based on the advice to Council?*

*Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

*Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?*

- Enter into a non-exclusive user agreement with Injune Cricket Association Incorporated for a period of five (5) years for the use of the Steve Murray Sports Oval.
- Charge no hire fee for the use of the Steve Murray Sports Oval and clubhouse for the term of this agreement.
- A copy of public liability insurance to the value of ten (10) million dollars be provided by the Injune Cricket Association Incorporated upon signing of agreement.

### Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.9 Manage Council's land and buildings that contribute to the provision of a range of services across the region and are used by residents, visitors, business, industry and Council

4.9.3 Develop and implement agreements for the long term use of facilities (including leases, management agreements, user agreements).

**Supporting Documentation:**

1 [!\[\]\(96cc62f861fdd6e50510c0224a756dff\_img.jpg\)](#) Draft User Agreement - Injune Cricket Association  
Incorporated

D19/46392

**Report authorised by:**

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services





## **Steve Murray Sports Oval**

### **USER AGREEMENT**

**Injune Cricket Association  
Incorporated**

## FACILITIES USER AGREEMENT

### BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant access and use of the Facilities to the Hirer on the terms and conditions contained in this document.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

**Access Times** means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

**Associates** means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

**Council** means the owner over of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

**Council Responsibilities** means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

**Facilities** means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

**Government Authority** means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Hire Details** means those details specified in Schedule 1.

**Hire Fee** means the amount specified in Item 9 of the Hire Details.

**Hirer** means the party described in Item 2 of the Hire Details.

**Hirer Responsibilities** means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

**Insurance** means the policy types and levels of cover specified in Item 13 of the Hire Details.

**Outgoings** means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

**Permitted Use** means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

**Responsible Person** means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and

- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

**Signage** means the signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

**Term** means the period specified in Item 7 of the Hire Details.

**Venue** means the land described in Item 3 of the Hire Details.

## 2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
- (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
  - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

## 3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

## 4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

## 5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake Council Responsibilities of all other upkeep of the Venue and the Facilities not specified in clause 5(a).

## 6. SIGNAGE AND ADVERTISING

The Hirer may erect Signage but must not erect any other signs or advertising at the Venue without the prior written approval of Council.

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**7. HIRER'S WORKS**

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

**8. HIRER'S WARRANTIES**

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

**9. INDEMNITIES AND RELEASE**

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of anything and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

**10. INSURANCE**

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
- (b) give Council evidence of currency on request;
- (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
- (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.

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**11. SAFETY, ACCIDENTS AND/OR FIRST AID**

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

**12. MISCELLANEOUS****12.1 Amendment**

This document can only be amended or replaced by another document signed by the parties.

**12.2 Assignment**

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

**12.3 Compliance with laws**

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

**12.4 Costs**

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

**12.5 Counterparts and facsimile copies**

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

**12.6 Default**

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

**12.7 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

**12.8 Disputes**

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

**12.9 Entire agreement**

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

**12.10 Governing law**

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

**12.11 GST**

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

**12.12 Make good**

When this document ends the Hirer must make good the Venue and Facilities including cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

**12.13 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

**12.14 No merger**

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.



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**12.15 No warranty by giving consent**

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

**12.16 Remedies cumulative**

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

**12.17 Rights contractual**

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

**12.18 Severability**

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

**12.19 Survival of rights and obligations**

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

**12.20 Waiver**

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

## Schedule 1

### HIRE DETAILS

Item 1	<b>Council</b>	<b>Maranoa Regional Council 99 324 089 164</b> Responsible Person: Facility Lease Management Phone: 07 46240815 Email: council@maranoa.qld.gov.au Address: P O Box 620 Roma Qld 4455
Item 2	<b>User</b>	<b>Injune Cricket Association Incorporated</b> Responsible Person: The President Phone: 0427261488 Email: v.bidgood@bigpond.com Address: 'East Lynne' 1025 West Grove Road Injune Q 4454
Item 3	<b>Venue</b>	Lot 131 I 7187 - Steve Murray Sports Oval
Item 4	<b>Facilities</b>	Oval, club house, practice wicket, boundary fence, amenities
Item 5	<b>Permitted Use</b>	Scheduled season games, training and Steve Murray Perpetual Shield (The operation of a venue for sporting events, sporting functions and ancillary uses.)
Item 6	<b>Licence Type</b>	Non-Exclusive
Item 7	<b>Term</b>	5 years – commencing 2019 and expiring 2024
Item 8	<b>Access Times</b>	As per required use – including preparation, clean up and ensuring building is locked upon leaving.
Item 9	<b>Hire Fee</b>	Councils fee and charges adopted for each financial year in respect of the venue and facilities.
Item 10	<b>Signage</b>	Prior authorisation from Council must be sought.
Item 11	<b>Condition Report</b>	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662
Item 12	<b>Safety Reporting</b>	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	<b>Insurance</b>	<ul style="list-style-type: none"> <li>Public Liability - \$10,000,000.00 (on a 'claims occurring basis')</li> </ul>
Item 14	<b>Outgoings</b>	<ul style="list-style-type: none"> <li>Council shall be responsible for water and electricity at the premises.</li> <li>This utility is a major cost item for Council and the usage is to be monitored carefully.</li> </ul>
Item 15	<b>Hirer Responsibilities</b>	<ul style="list-style-type: none"> <li>Insurances - property and public liability.</li> <li>Responsible Service of Alcohol - organising of liquor licence when necessary</li> <li>Maintenance of oval, practice wicket and boundary fence</li> <li>Cleaning of the clubhouse and amenities during and on completion of events.</li> </ul>



- 
- All rubbish is to be placed in bins located around the grounds
  - Any additional field requirements – eg fertilizing, topdressing, weed control
  - Calendar is too be supplied to Council at the beginning of cricket season – (so mowing schedule can be developed and amenities cleaned )
  - Notify Council of executive positions after Annual General Meeting.
  - Copy of Certificate of Currency to be provided to Council annually.

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**Item 16 Council Responsibilities**

- Insurances - property and public liability
- Maintenance on building
- Rates, water, electricity
- Pest control and RDC (Residual Circuit Device) checks
- Maintain sprinkler system
- Maintenance and watering of oval/grassed areas on a scheduled roster.
- Cleaning of the amenities at the beginning of the season

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## Execution

**Executed** as an agreement.

### COUNCIL

**SIGNED** for **MARANOA REGIONAL COUNCIL**  
by its duly authorised officer, in the  
presence of:

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

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

\_\_\_\_\_  
Name of officer (BLOCK LETTERS)

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Office held (BLOCK LETTERS)

\_\_\_\_\_  
Date signed

### HIRER

**SIGNED** for **Injune Cricket Association  
Incorporated** by its duly authorised officer,  
in the presence of:

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

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

\_\_\_\_\_  
Name of officer (BLOCK LETTERS)

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Office held (BLOCK LETTERS)

\_\_\_\_\_  
Date signed

<b>Proposed Responsibilities</b>	<b>Council</b>	<b>Injune Cricket Association Inc</b>
Pest control and RDC (Residual Circuit Device) checks	•	
Maintenance on building	•	
Rates, water	•	
Electricity account	•	
Maintain sprinkler system (replace where necessary)	•	
Maintenance and watering oval/grassed areas on a scheduled roster	•	
Cleaning of the amenities at the beginning of the season	•	
Insurance – property and public liability	•	•
Responsible Service of Alcohol - organising of liquor licence when necessary		•
Maintenance of oval, practice wicket and boundary fence		•
Cleaning of the clubhouse and amenities during and on completion of events.		•
All rubbish is to be placed in bins located around the grounds		•
Any additional field requirements – eg fertilizing, topdressing, weed control		•
Calendar is to be supplied to Council at the beginning of cricket season – (so mowing schedule can be developed and amenities cleaned )		•
Notify Council of executive positions after Annual General Meeting.		•
Copy of Certificate of Currency to be provided to Council annually.		•

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 5 June 2019

**Item Number:** 13.5

**File Number:** D19/46986

**SUBJECT HEADING:** Injune Tennis Club - Lease Agreement

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing  
Officer/Team Coordinator

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### **Executive Summary:**

Council is asked to consider entering into a formal agreement with the Injune Tennis Club Incorporated for the use of the Injune Tennis Courts. Injune Tennis Club Incorporated held a trustee lease over a 3,150m<sup>2</sup> area within Lot 3 on I71817, which expired in December 2011.

### **Officer's Recommendation:**

That Council

1. Enter into a trustee lease with the Injune Tennis Club Incorporated for the use of the Injune Tennis Courts for a period of ten (10) years.
2. A copy of public liability insurance to the value of ten (10) million dollars be provided to Council by the group

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Injune Tennis Club Incorporated

### **Acronyms:**

***Are there any industry abbreviations that will be used in the report?***

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
Nil	Nil

### **Context:**

***Why is the matter coming before Council?***

Previous lease for the Injune Tennis Club Incorporated expired 31 December 2011.

### **Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Injune Tennis Club Incorporated has been incorporated since 6 August 1990. The group are wanting to start fundraising for new courts due to them being aged and requiring replacement. The club has also contacted Council in regards to a liquor licence.

It is timely for Council to enter into a trustee lease with the group.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Manager - Facilities (Land, Building and Structures)  
Regional Sport & Recreation Development Coordinator  
Injune Tennis Club Incorporated

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Nil

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

Nil

**Future Years' Budgets:**

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

**Impact on Other Individuals or Interested Parties:**

***Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?***  
(Interested Parties Analysis - IS9001:2015)

Nil

**Risks:**

***What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)*** (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

**Advice to Council:**

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised Council agree to enter into a lease with the Injune Tennis Club Incorporated.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That Council

1. Enter into a trustee lease with the Injune Tennis Club Incorporated for the use of the Injune Tennis Courts for a period of ten (10) years.
2. A copy of public liability insurance to the value of ten (10) million dollars be provided to Council by the group

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.9 Manage Council's land and buildings that contribute to the provision of a range of services across the region and are used by residents, visitors, business, industry and Council

4.9.3 Develop and implement agreements for the long term use of facilities (including leases, management agreements, user agreements).

**Supporting Documentation:**

[1](#) Trustee Lease for Injune Tennis Club 2002

DWB10681

**Report authorised by:**

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental  
Services

## LAND ACT 1994

THIS INDENTURE is made this                      day of

of 1 Cartwright Street, Roma in the State of Queensland (hereinafter together with its successors and assigns called "the Lessor")

### Of the One Part

being an Association duly incorporated under the Associations Incorporation Act 1981 and having its registered office at Fourth Avenue, Injune in the State of Queensland (hereinafter together with its successors and assigns called "the Lessee")

### Of the Other Part

- (a) By Order in Council published in the Government Gazette an area of 2.378 hectares in the town of Injune, Parish of Injune being part of Lot 3 on Plan I71817, Parish of Injune, County of Westgrove registered in Land Management, Department of Natural Resources and Mines was set apart as a Reserve for Recreation (R58), under the control of the Lessor, as trustee.
- (b) The Lessee is qualified to become the lessee of approximately 3,150 m<sup>2</sup> of the said holding.
- (c) The Lessee has contracted and agreed with the Lessor for a lease of the approximately 3,150 m<sup>2</sup> of the said holding for a period of ten (10) years commencing from the 1<sup>st</sup> day of January, 2002 and expiring on the 31<sup>st</sup> day of December, 2011 and upon the terms and conditions hereinafter expressed subject to the approval of the Minister for Natural Resources and Mines.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:-

1. Subject to the reservations contained in Clause 3 hereof the Lessor does hereby demise the lease unto the Lessee the said holding with all appurtenances, buildings, and other improvements erected on the said holding during the period of ten years commencing from the 1<sup>st</sup> day of January, 2002 and ending on the 31<sup>st</sup> day of December, 2011.



2. As consideration for the said lease the Lessee shall subject as hereinafter provided pay or cause to be paid to the Lessor rental in the sum of ONE DOLLAR (\$1.00) per annum payable on the 1<sup>st</sup> day of January in each successive year during the term of this Lease.
3. The Lessor reserves from this demise the land upon which is situate the Injune Tennis Courts and Clubhouse and the Lessor reserves rights of entry over the demised land for the purpose of entering the reserved area at any time.
4.
  - (a) The Lessee will keep and maintain during the currency of this lease the tennis courts, buildings and improvements in good and substantial repair and in a fair and reasonable condition.
  - (b) The Lessor and Lessee agree that during the currency of this lease the Lessor at its discretion may authorise the general public to utilise the multi purpose court provided that the general public utilising these facilities shall not interfere with the use by the Lessee of the improvements on the property. The authorisation shall be on such terms as the Lessor considers reasonable from time to time.
  - (c) The Lessor and Lessee agree that during the currency of this lease the Lessee shall maintain public liability insurance over courts one (1), two (2) and three (3) for use by members of the tennis club and the general public and over the multi purpose court whilst in use by members of the tennis club for the purpose of tennis competition or general use.
  - (d) The Lessor and Lessee agree that during the currency of this lease the Lessor shall maintain public liability insurance over the multi purpose court for use by the general public for the purpose of playing basketball and netball.
  - (e) The Lessee shall maintain general insurance of court 1, 2 and 3 and clubhouse to the assets replacement value.
  - (f) The Lessor shall maintain shall maintain general insurance for court 4 at its replacement value.
5. The Lessee will duly observe all and singular the covenants and conditions contained in the lease of the said holding or as prescribed by the Land Act (other than the payment of rent hereof) during the term of the lease.
6. During the term hereof the Lessee shall pay all fire levies and water rates levied on the said land by the Lessor.

7. The Lessee shall indemnify and keep indemnified the Lessor, the Minister for Natural Resources and Mines for the State of Queensland and the Crown in the right of the State of Queensland from and against claims demands actions suits costs and expenses in respect of any injury (including death) to any person or any loss or damage to property however sustained arising out of or in any incidental to anything done or purporting to be done or omitted to be done under the authority or in pursuance of the rights granted by this lease. The Lessee shall effect and maintain at all times keep on foot and from time to time renew public liability insurance in the sum of not less than \$5,000,000.00 in respect of liabilities herein described in the name of the Lessee and its members for the time being, the Lessor, the Minister for Natural Resources and Mines for the State of Queensland and the Crown in the right of the State of Queensland for their respective rights and interests. Such policy and each renewal received in respect thereof shall be produced to the Lessor for noting within fourteen days from either the issuing of this lease or from the relevant renewal date as the case may require.
8. The Lessee shall not sell or remove any timber from the said holding without the consent of the Minister for Natural Resources and Mines and the Lessor.
9. The Lessor hereby reserves to and for himself his agents servants and workmen or others on his behalf and with or without vehicles the full and free right of ingress egress and regress in to upon and across the said holding or any part thereof at all reasonable times for the purpose of inspecting the state of improvements upon the holding from time to time.
10. The Lessee will not at any time during the continuance hereof without the previous consent in writing of the Minister for Natural Resources and Mines and the Lessor shall transfer or assign or agree to sell transfer or assign this lease or any of his rights hereunder.
11. The costs of preparation and registration of this lease shall be paid by the Lessor. The Lessor shall also pay all registration fees and stamp duty payable hereon.
12. If the rent hereby resolved shall at any time be in arrears for one calendar month after the same shall be due whether formally demanded or not or the Lessee shall otherwise neglect to observe and perform any of the covenants and conditions herein on his part contained or implied and such default shall continue for one calendar month or if the Lessee shall present his own petition in bankruptcy or make any assignment or composition for the benefit of his creditors or if any petition for bankruptcy be presented against the Lessee it shall be lawful for the Lessor forthwith or at any time thereafter to re-enter upon the said holding or any part thereof in the name of the whole and thereupon the said term hereby created shall absolutely determine without prejudice however to the recovery of any rent due or owing or to any right of distress or action that may have arisen under these presents prior to such re-entry.
13. At the termination of this tenancy the Lessee will peaceably quit and deliver up full possession of the said holding to the Lessor or to such person as it will in writing appoint to receive the same.

14. The Lessor covenants with the Lessee that he will have quiet and peaceable possession without interference from the Lessor or anyone claiming under the Lessor so long as the rent hereby reserved shall be paid and the covenants herein contained on the part of the Lease shall be observed and performed.
15. In consideration of the lease hereby granted the lessee does hereby irrevocably make nominate constitute and appoint and in his place and stead put and depute the Lessor the true and lawful attorney of the Lessee and as his act and deed to make sign seal and execute and procure the registration of a surrender of this lease PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the powers conferred by this Clause shall not be exercised by the lessor unless default shall have been made in the observance performance or fulfillment of some one or more of the covenants provisions conditions and agreements herein contained or implied and on the part of the lessee to be observed performed or fulfilled or unless this lease shall be determinable or determined under the provisions hereof.
16. If the said holding or any part thereof shall at any time during the said term be destroyed or damaged by fire storm flood or tempest or any act of God inevitable accident riot civil commotion or enemy actions so as to render it wholly or partially unfit for occupation or use then the rent hereby reserved or a fair and just proportion thereof according to the damage sustained shall be suspended and cease to be payable for so long as the demised premises shall be unfit for use or occupation by reason of such damage and in the event of any difference between the Lessor and the Lessee as to the amount of rent payable such difference shall be referred to the arbitration of a single arbitrator willing to act nominated for the purpose by the President for the time being of the Queensland Law Society pursuant to the provisions of the Arbitration Act 1973 and the award shall at the instance of either party and without notice to the other of them be made a rule or order of the Supreme Court of Queensland.
17. This lease is entered into subject to the consent of the Minister for Natural Resources and Mines being obtained hereto and if such permission is refused then this lease shall be null and void and of no effect and neither of the parties hereto shall have recourse against the other in consequence of such refusal and the Lessee shall forthwith re-deliver possession of the said holding to the Lessor if possession has been given.
18. Whenever any notice is required to be given by this lease such notice may be delivered personally or sent by post to the other parties hereto addressed to him at his last known place of residence or business in the State of Queensland.
19. In case any question or dispute whatsoever shall arise between the parties hereto with respect to the construction of effect of these presents or the rights or liabilities of the parties hereunder or the amount of rent payable under these presents the matter in difference shall be referred to two arbitrators to sit in Brisbane one to be appointed by the Lessor and the other by the Lessee or to an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them and such reference shall be considered a submission to arbitration within the meaning of the "Arbitration Act of 1973" and be subject to that Act relating to arbitration.

20. The Lessee will not construct or permit his agents servants or workmen or others on his behalf to construct any improvements whatsoever without the previous consent of the Lessor in writing.
21. The Lessee agrees to use the lands during the currency of this lease for the purpose of conducting tennis competitions and general use for some purpose connected with the conducting of tennis competitions.
22. It is hereby expressly agreed that this indenture is made upon the express condition that should the Governor in Council at any time see fit to rescind the Order in Council hereinbefore mentioned, then this lease shall cease and determine without any further notice on the part of the Lessor and without the Lessee being entitled to any compensation in respect to the determination.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and sealed on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by ]

the said COUNCIL OF THE SHIRE ]

OF BUNGIL as Lessor in the ]

presence of: TRACEY LINDSAY ]

*J. Lindsay*

*[Signature]*

LEON PHILIP LOVE  
CHIEF EXECUTIVE OFFICER

GIVEN under the Common Seal  
of INJUNE TENNIS CLUB INC.

by authority of its Board of ]

Directors and in the manner ]

prescribed in its Articles ]

of Association in the presence ]

of: LISA NOOD ]

*Lisa Nood f.p. (Qual)*  
75823.

15.4.02.

A JUSTICE OF THE PEACE/SOLICITOR

*[Signature]*  
PRESIDENT B.T. HARLING

APPROVED PURSUANT TO SECTION 57 OF THE LAND ACT 1994

Dated at Roma this 24<sup>th</sup> day of January, 2002.

*K. Hanrahan*

K.P. HANRAHAN, SENIOR LAND OFFICER  
as delegate of the Minister for Natural Resources and Mines.

*[Signature]* JP  
J. ATHORN  
Justice of the Peace  
WITNESS

## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 12 June 2019

**Item Number:** 13.6

**File Number:** D19/49098

**SUBJECT HEADING:** Disposal of Donated Gabba Lights to Surat Community

**Classification:** Open Access

**Officer's Title:** Regional Sport & Recreation Development Coordinator

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### **Executive Summary:**

This report is tabled to seek Council's approval to dispose of 43 donated Gabba lights to a community organisation in Surat. (at no charge)

This approval is required pursuant to Section 236 (2) of the Local Government Regulation 2012, that the local government resolves to dispose of the valuable non-current asset to a community organisation (rather than by tender or auction).

### **Officer's Recommendation:**

That:

1. Council approve disposal of 43 donated Gabba lights to any interested sporting clubs and community organisations in Surat, at no charge.
2. The disposal of the lights be made pursuant to Section 236 of the Local Government Regulation 2012, that Council is not required to dispose of valuable non-current assets via tender or auction if the assets are available for the disposal to community organisations.
3. Interested sporting clubs and community organisations be publicly invited to submit an expression of interest for the lights, with expression of interest documentation to include conditions that sporting clubs and community organisations must assume responsibility for maintenance and future replacement of the lights.

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Not for profit community organisations within the Surat area, who may be interested in installing the lights to benefit their community or sporting club.

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
<Insert Acronym>	<Provide details>

**Context:**

***Why is the matter coming before Council?***

In late 2016, 43 light fittings removed from the Gabba Cricket Grounds in Brisbane were gifted to Council for use in Surat by Darryl Robinson Electrical (son Mark Robinson was a school teacher at Surat State School). Darryl was contracted to replace the lighting system at the Gabba in Brisbane. The lights were deemed to be in excellent condition and were believed to still have life. Replacement of lighting was occurring at the Gabba as the current lights no longer met Cricket Australia's standards for lighting. There were costs to Council of approximately \$800 to freight the lights from Gold Coast to Surat.

Numerous discussions were held with Mark Robinson and Johanne Hancock about the best location for the lights in Surat. Funding was required for the lights to be installed. Mark thought the lights would be valuable if positioned at the BMX track on the western edge of Surat near the bowling club, for use by local youth to avoid the hotter parts of the day during warmer months. Concepts for inclusion at the Surat Recreation Grounds were floated during community planning in Surat.

Recently Council staff became aware of a lighting issue at Gallas Fox Oval, Roma. To assist the Roma and District Cricket Association with finding a cheap fix for the lighting issue, it was suggested they use a couple of the Surat Gabba lights. After inspection by Andrew Brandt Electrical, it was discovered that the luminaires (lamps) could not be sourced. A second opinion was received from Peter Horrobin, electrician in Surat, and the same verdict was returned. Peter confirmed that the lamps could not be purchased and hence Roma Cricket decided not to use the Gabba lights due to the cost of install and the risk of the lights blowing soon after, placing them in the same predicament. *(Roma Cricket have since been provided with 2 old Bassett Park lights and a Council Community Grant to fix lighting issues in a pole at Gallas Fox Oval.)*

Some Surat community groups are aware these lights are in storage at the Surat Depot and have made enquiries of their availability. They are prepared to install the aged lights while they make attempts to secure funding for new lighting. This report recommends that the lights be offered initially to Surat clubs free of charge for repurpose to benefit their sporting or community activities. If there is no interest from Surat residents and clubs, offer the lights to the wider Maranoa not for profit clubs.

Prior to Mark Robinson being transferred from Surat, a meeting was held with Mark where we advised that the lamps for the lights could not be sourced. Mark understood the risk to Council of installing aged lights at a Council facility. Mark was agreeable that the lights be offered at no charge to Surat community and sporting groups.

**Background:**

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

See details listed below provided to the author from Darryl Robinson in late 2016:

Q What state are the lights in?

A The lights are 20 years old, but have only been used intermittently. They are weathered but still in very good condition - see photos attached.

Q Will luminaires (lamps) need replacing immediately for use?

A All fittings have lamps and were working when removed. There are 13 spare lamps.

Q How many lights are there?

A 43 light fittings with lamps

Q How do we verify that the lights were legitimately obtained?

A See attached letter.

Q How long will the lights last eg 2 years or short term as after install there would most likely be an expectation from the community for the lights to be replaced at a cost to Council?

A As noted in attached letter the fittings still have a lot of life left in them. Further guarantee would be better quantified by a GE lighting representative.

ﷲﷲﷲﷲ

*Fiona-at the end of the day this intended as a donation to Surat. The fittings are worth well in excess of \$60 000.00 (new). Mark has a definite passion for the area and the community, and thought these lights would benefit that community. I thought a local electrical company would better serve you in providing costs in association with a GE lighting design engineer. Darryl Robinson.*

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?***

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

In accordance with Section 227 of the Local Government Regulation 2012, local governments are required to dispose of valuable non-current assets via tender or auction. The threshold for a 'valuable' non-current asset is \$5,000 for plant or equipment, and \$10,000 for other types of non-current asset (Section 224). Although the total value of the lights is unknown, it could be reasonably assumed that the value could exceed the threshold for a 'valuable' non-current asset due to the quantity of the lights (46).

As such, Council would be required to dispose of the assets via tender or auction unless one of the exceptions applies. Section 236(1)(b)(ii) lists an exception that is available for the disposal of assets to community organisations:

236 Exceptions for valuable non-current asset contracts



(1) Subject to subsections (2) to (4), a local government may dispose of a valuable non-current asset other than by tender or auction if—

....

(b) the valuable non-current asset is disposed of to—

(i) a government agency; or

(ii) a community organisation; or

Council must resolve to use this exception under Section 236(2) of the Local Government Regulation 2012:

236 Exceptions for valuable non-current asset contracts

.....

(2) An exception mentioned in subsection (1)(a) to (e) applies to a local government disposing of a valuable non-current asset only if, before the disposal, the local government has decided, by resolution, that the exception may apply to the local government on the disposal of a valuable non-current asset other than by tender or auction.

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

Nil

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

Mark and Andrew Brandt-electricians who both advised that the lights have life left in them and would be best used minimally for single use eg sporting clubs and best to secure some of the extra working lamps for when the originals are blown.

Tanya Mansfield-has highlighted there is a potential risk if lights are used at Council facilities, that there will be an expectation that Council will replace the lights and/or perform any upkeep.

Johanne Hancock-offer the lights in the first instance to Surat clubs

Ed Sims-involved during community planning in Surat

Wayne Wehl-lights have been stored at the Surat Depot for almost 3 years and need to be removed due to storage concerns

Ryan Gittins-provided policy requirements for disposal of an asset with no or low value

### Funding Bodies:

*Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.* (Please do not just include names)

Nil

### This Financial Year's Budget:

*Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).*

*If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?*

Nil

### Future Years' Budgets:

*Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)*

Nil

### Impact on Other Individuals or Interested Parties:

*Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?* (Interested Parties Analysis - IS9001:2015)

Nil

### Risks:

*What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)* (List each identified risk in a table)

Risk	Description of likelihood & consequences
If aged lights are used at Council facilities, there will be an expectation that Council will replace the lights with new on failure and/or perform any upkeep.	Some clubs have indicated they would assume responsibility for the lights and use them until new lighting could be secured through funding or otherwise.
Council do not action disposal of lights	Surat sporting and community groups have enquired regularly about the lights due to their knowledge of the existence of these lights.

### Advice to Council:

*What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?*

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That

1. Council dispose of 43 donated Gabba lights to interested community organisations in Surat initially, at no charge.
2. The disposal of the lights be made pursuant to Section 236 of the Local Government Regulation 2012, that Council is not required to dispose of valuable non-current assets via tender or auction if the assets are available for the disposal to community organisations.

**Recommendation:**

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

Nil

**Link to Corporate Plan:**

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.12 Develop healthy and connected communities through sport and recreation activities and facilities

4.12.5 Implement initiatives to maximise use of facilities and participation in sport and recreation.

**Supporting Documentation:**

- |                     |   |           |
|---------------------|---|-----------|
| 1 <a href="#">↓</a> | Fredon (QLD) PTY LTD_donation of Gabba lights to Darryl Robinson Electrical | D19/51832 |
| 2 <a href="#">↓</a> | Photographic details of Gabba lights  | D19/51836 |

**Report authorised by:**

Manager - Economic & Community Development

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services

# FREDON (QLD) PTY LTD

7 Welch Street  
Underwood QLD 4119  
P.O. Box 784  
Springwood QLD 4127  
Phone: (07) 3340 7300  
A.B.N. 41 121 498 324  
EC: 67869

Darryl,

Please accept this Letter as evidence the lights you received from the Gabba Lighting Tower Upgrade project are donated and you are welcome to take them.

The Lights were originally installed in approx. 1996 and only used on specific occasion and as such they will have plenty of years of use yet to be utilised.

They were upgrade as new technology allows better light output, giving the stadium the option to hold more events at night.

These lights have also been donated to a local Scout & Skydiving groups & I only hope you can use them as successfully.

Regards

Thomas Hamilton | Project Manager | **FREDON**

7 Welch St Underwood QLD 4119  
P: +61 (0)7 3340 7332 | F: +61 (0)7 3340 7399 | M: +61 (0)413 805 180  
[thamilton@fredon.com.au](mailto:thamilton@fredon.com.au) | [www.fredon.com.au](http://www.fredon.com.au)

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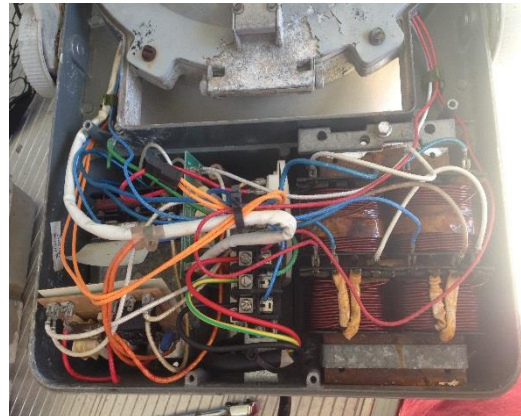
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## **OFFICER REPORT**

**Meeting:** General 26 June 2019

**Date:** 19 June 2019

**Item Number:** 13.7

**File Number:** D19/51686

**SUBJECT HEADING:** KHB Young Life Foundation Donation to Mitchell Youth

**Classification:** Open Access

**Officer's Title:** Regional Sport & Recreation Development Coordinator

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### **Executive Summary:**

KHB Construction Pty Ltd ran Australia Day fundraising events for a number of years in Mitchell with monies raised to be spent to benefit the local youth. Suggestions have been made to put a half court at the Mitchell Skate Park. KHB Constructions Pty Ltd have considered this recommendation and are offering Council a basketball court (10 x 10 metres slab) with shade to be constructed at the Mitchell Youth Precinct. Council staff have met with Keith and Lisa Harrison on site to discuss the dimensions and scope of the project, to ensure it meets the current and future needs of the community in relation to council requirements and asset management for Council.

### **Officer's Recommendation:**

That

1. Council accept KHB Construction Pty Ltd's donation of a half basketball court, approximately 10 x 10 metres at the Mitchell Youth Precinct
2. Provide KHB Constructions Pty Ltd with the agreed scope of works for the project
3. Include the project in the Mitchell Memorial Park master planning with MAK Planning and Design
4. Project to commence after removal of the train from Mitchell Memorial Park
5. Basketball cage and hoop to be purchased by Council up to a value of \$5 000 from GL 2831.2001.2001

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### **Individuals or Organisations to which the report applies:**

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

KHB Constructions Pty Ltd hold the community funds and will be the principle contractor. An agreed scope of works will deliver best value for Council and the community  
Mitchell community members, in particular youth

### **Acronyms:**

**Are there any industry abbreviations that will be used in the report?**

*Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).*

Acronym	Description
KHB	KHB Constructions Pty Ltd

**Context:**

***Why is the matter coming before Council?***

This matter requires the decision of Council due to a local business' offer to gift an asset to Council, who are holding fundraising monies in a trust fund on behalf of the Mitchell community.

**Background:**

***Has anything already happened in relation to this matter?***

*(Succinct overview of the relevant facts, without interpretation)*

KHB ran Australia Day fundraising events for consecutive years in Mitchell, with the agreement that monies raised would benefit youth who needed assistance or future community projects that would benefit the town. Recently, KHB owners were approached to spend the fundraising monies on a half court at the Mitchell Youth precinct. They have undertaken consultation with community members, volunteers, Council staff and local Police officers who have all agreed that this would be an ideal and well received project.

Currently the Mitchell youth shed is open every Tuesday afternoon (during school term) and activities are supervised by Council staff and volunteers. The space has grown in popularity since it commenced and to date, approximately 15-18 youth attend weekly.

Monies were held by KHB in a trust fund in the name of KHB Young Life Foundation and the owners of KHB would like this trust acknowledged with a plaque at the facility when built allowing the Mitchell community to witness where the monies were spent. A media release within the Mitchell community is another request by KHB owners to advise how the Australia Day funds were spent.

A half court is 12 metres in length by 15 metres in width, so this court will be slightly smaller at 10 metres by 10 metres.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**

***What does the legislation and other statutory instruments include about the matter under consideration?*** (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

No approvals are required under the Building Act, but a Form 16 will be requested to ensure that the slab poured meets compliance and standards.

**Council Policies or Asset Management Plans:**

***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***

***What are relevant sections of the policy or plan?***

(Quote/insert the relevant section's wording / description within the report)

The asset will become the responsible of Council for any ongoing maintenance.

**Input into the Report & Recommendation:**

***Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?*** (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

KHB owners-Bully and Lisa Harrison

Rob Hayward-need to request scope of works for the asset to ensure value for money

Ed Sims-meets community planning request and has been identified as a project by community members and partners

Jane Fenton-liaison between KHB, parents and caregivers of local youth and Council staff

John Tate-Council staff and volunteer and parent at Mitchell Youth Shed events held weekly

Tanya Mansfield-advice on this facility becoming a Council asset

**Funding Bodies:**

***Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application.*** (Please do not just include names)

Funds are held by KHB Young Life Foundation, from monies raised at community events. (Australia Day)

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).***

***If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?***

Nil

**Future Years' Budgets:**

***Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?*** (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

**Impact on Other Individuals or Interested Parties:**

***Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?*** (Interested Parties Analysis - IS9001:2015)

Nil

**Risks:**

***What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does)*** (List each identified risk in a table)



Risk	Description of likelihood & consequences
Council will develop a scope of works for KHB	Discussions were held with KHB during the on-site meeting, with regards to specific concrete and footing designs to ensure that Council receives an asset that is value for money.

### Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

This is a wonderful opportunity for Council to receive an asset for Mitchell youth, through monies raised by the community over a number of Australia Day fun family orientated events, which will benefit the youth of Mitchell for many years.

### Recommendation:

***What is the 'draft decision' based on the advice to Council?***

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

That

1. Council accept KHB Construction Pty Ltd's donation of a half basketball court, approximately 10 x 10 metres at the Mitchell Youth Precinct
2. Provide KHB Constructions Pty Ltd with the agreed scope of works for the project
3. Include the project in the Mitchell Memorial Park master planning with MAK Planning and Design
4. Project to commence after removal of the train from Mitchell Memorial Park
5. Basketball cage and hoop to be purchased by Council up to a value of \$5 000 from GL 2831.2001.2001

### Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.12 Develop healthy and connected communities through sport and recreation activities and facilities

4.12.4 Deliver sport and recreation facilities and infrastructure projects for the community as funding is approved, including engagement with key stakeholders.

### Supporting Documentation:

- 1 [KHB Young Life Foundation\\_letter donating basketball court in Mitchell\\_26 June Council meeting](#) D19/51738

### Report authorised by:

Manager - Economic & Community Development

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services



Bully & Lisa Harrison  
admin@khbconstruction.com.au  
www.khbconstruction.com.au

PO Box 78  
Mitchell Q 4465

0427 134 041

07 4623 7062

07 4623 7063

ABN 76 151 615 075

ACN 151 615 075

BSA 1208771

13 March 2019

Attention: Maranoa Regional Council,

KHB Construction Pty Ltd ran Australia Day fundraising events for consecutive years, with the agreement that any of the monies raised could benefit youth who needed assistance or future community projects that we thought would be good for the town. Recently, since the opening of the Mitchell Youth Hub, Keith and myself were approached with a suggestion of putting the funds raised towards a half court or full basketball court at the Mitchell Youth Precinct; skate park & youth hub venue. Parents, teachers, volunteers, Council staff and police had undertaken consultation with some community members who all thought this would be a great project!

Keith and I agree that we would like this project to go ahead, if this is what the community wants. So that the community can see that we have contributed the money that the community helped fundraise, we would like acknowledgement of our contribution by;

- a) Installation of a plaque in recognition of the KHB Young Life Foundation
- b) Media release regarding the joint project with Council

We also would like Council to utilise our building services and materials for the installation of the court & fence with the assistance of in-kind labour from Council staff if required.

It is with great pleasure that the KHB Young Life Foundation would like to offer Council a basketball court to be installed at the Mitchell Youth Precinct.

Please consider our offer and advise how to proceed accordingly.

Kind Regards,

Lisa Harrison

OIL AND GAS  
RESIDENTIAL  
COMMERCIAL

**COUNCILLOR REQUEST FOR AN AGENDA REPORT**

**Meeting:** General 26 June 2019

**Date:** 20 June 2019

**Item Number:** 16.1

**File Number:** D19/52154

**SUBJECT HEADING:** End of Year Financial Statements for year ending  
30 June 2019 - Reporting of Councillor  
Remuneration and Expenses

**Classification:** Open Access

**Councillor's Title:** Cr Tyson Golder

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**Executive Summary:**

Proposal to report individual remuneration and expenses for each of the nine (9) Councillors for Maranoa Regional Council in the end of financial year statements, for the year ending 30 June 2019.

**Councillor's Recommendation:**

That the end of year financial statements, for the year ending 30 June 2019, clearly report individual remuneration and expenses for each of the nine (9) Councillors of Maranoa Regional Council.

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**Details of Requested Agenda Report:**

For transparency, I propose that the end of year financial statements, for the year ending 30 June 2019, clearly report individual remuneration and expenses for each of the nine (9) Councillors of Maranoa Regional Council.

Reporting of this figure in past financial years has been incorporated into a grouped financial figure.

**Supporting Documentation:**

Nil

**COUNCILLOR REQUEST FOR AN AGENDA REPORT**

**Meeting:** General 26 June 2019

**Date:** 20 June 2019

**Item Number:** 16.2

**File Number:** D19/52187

**SUBJECT HEADING:** Migrant and Refugee settlement in the Maranoa

**Classification:** Open Access

**Councillor's Title:** Cr Tyson Golder

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**Executive Summary:**

Proposal for Council to consider its views in regard to future migrant and refugee settlement in the Maranoa.

**Councillor's Recommendation:**

That a report be prepared for an upcoming Council meeting.

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**Details of Requested Agenda Report:**

I'd like to seek Council's views in regard to migrant and refugee settlement in the Maranoa in consideration of potential future arrangements and framework for settlement, outside of those migrants coming to the region for work reasons.

**Supporting Documentation:**

[1](#) [1](#) Covering Email - Paul Currie & Copy of letter from Cr. D19/52520  
Paul Antonio to Senator the Hon Anne Ruston

**Kelly Rogers**

---

**From:** Paul Currie <Paul.Currie@tr.qld.gov.au>  
**Sent:** Friday, 31 May 2019 9:44 AM  
**To:** Daniel Dare (danield@bulloo.qld.gov.au); Emma Hooke - Mayor McVeigh's EA; Jill Usher; Kathy Elliott - Mayor Marsh's EA; Kelly Rogers; Marion Seymour - Mayor Dobie's EA; Mayor Annie Liston; Mayor Graeme Scheu; Mayor John Ferguson; Mayor Lindsay Godfey; Mayor Paul McVeigh; Mayor Richard Marsh; Mayor Richard Marsh (direct); Mayor Tracy Dobie; Office Of The Mayor; Melissa Zenke; Paul Antonio; Stuart Mackenzie (mayor@quilpie.qld.gov.au)  
**Cc:** Melissa Zenke; Kylie Delrayne  
**Subject:** HPRM: FW: Correspondence from Mayor Paul Antonio - Toowoomba Regional Council  
**Attachments:** Sen Rushton.pdf  
**Categories:** In Progress  
**Record Number:** D19/50251

Dear Mayors,

Mayor Antonio has written to the new federal Minister for Families and Social Services, Sen Hon Anne Ruston, seeking an urgent meeting about the under-funding of migrant and refugee settlement in Toowoomba and the ensuing resettlement to communities across the Darling Downs and SW Qld.

Although sent from TRC, his letter also references the DDSWQ Council of Mayors and our joint commitment to make resettlement work to the benefit of all. Mayor Antonio wanted you to have this letter, and to let you know about the outcomes as they arise (hopefully!)

Kind regards, Paul.

**Paul Currie**  
**Executive Management Officer**  
 Office of the Mayor and the CEO

Toowoomba Regional Council  
 PO Box 3021 Toowoomba QLD 4350  
 P 07 4688 6334 M 0429 343 352  
[paul.currie@tr.qld.gov.au](mailto:paul.currie@tr.qld.gov.au)  
[www.tr.qld.gov.au](http://www.tr.qld.gov.au)

**From:** Melissa Zenke <Melissa.Zenke@tr.qld.gov.au>  
**Sent:** Friday, 31 May 2019 9:21 AM  
**To:** senator.rushton@aph.gov.au  
**Cc:** 'john.mcveigh.mp@aph.gov.au' <john.mcveigh.mp@aph.gov.au>; 'David.Littleproud.MP@aph.gov.au' <David.Littleproud.MP@aph.gov.au>  
**Subject:** Correspondence from Mayor Paul Antonio - Toowoomba Regional Council

Good afternoon

Please find attached, correspondence to Senator Rushton, from Mayor Paul Antonio.

Please do not hesitate to contact our office if you require any further information.

Kind regards

**Melissa Zenke**  
**Personal Assistant To The Mayor**

Office Of The Mayor

Toowoomba Regional Council  
PO Box 3021 Toowoomba QLD 4350  
P 07 4688 6433 M 0408 988 792 F 1800 448 882  
[melissa.zenke@tr.qld.gov.au](mailto:melissa.zenke@tr.qld.gov.au)  
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*Office of the Mayor*CR PAUL ANTONIO  
MAYOR  
Chair - Economic Development Committee

Our Ref: DM#8669333

30 May 2019

Senator the Hon Anne Ruston  
Minister for Families and Social Services  
Parliament House Canberra  
By email: [senator.ruston@aph.gov.au](mailto:senator.ruston@aph.gov.au)

Dear Senator Ruston,

Congratulations on your appointment as Minister for Families and Social Services. In your new role, you have the opportunity to make a real difference to the viability and sustainability of migrant and refugee settlement in Australia.

Toowoomba has emerged as a leading regional destination for settlement of migrants and refugees. In fact, our community has so far handled refugee settlement extremely well, owing to dedicated community groups and agencies at work here. However, it appears that, without any consultation, the number of refugees placed in Toowoomba has increased from 200/year to around three times that and threatens to undermine this success unless a major boost in resourcing goes hand in hand with the escalation in placements.

It is important to me and this community that we meet as soon as possible to discuss this matter. I would be grateful if you could meet with us here but alternately I would be happy to lead a delegation to Canberra to meet you at your office. To myself and the local providers this matter needs your early intervention.

We have an urgent need for funding of health assessments, as well as a language and cultural education program and other settlement issues, to meet the needs of the flood of new entrants.

There is a network of church and community groups who are doing great work, but they fear a breakdown in the continuity of care. This is particularly in light of large numbers of refugees from populations with an extreme degree of cultural and language difference to the Australian community, most notably Yazidi people from Syria.

Toowoomba is an ideal first base for such refugees, from where, after a solid introduction to culture, language and work readiness, they can resettle in less populous regional and rural centres in Queensland. I chair the Darling Downs and South West Queensland Council of Mayors, spanning an area the size of Sweden from the Range to the South Australian border. Our ten local governments are all keen to support migrant and refugee resettlement, and the key is making the initial transition in Toowoomba a success.





I look forward to hosting your visit to Toowoomba in the near future, or meeting with you in Canberra.

Kind regards,

A handwritten signature in dark ink, appearing to read 'Paul Antonio', with a long horizontal stroke extending to the right.

**Cr Paul Antonio**  
**Mayor, Toowoomba Regional Council**  
**Chair, Darling Downs and South West Queensland Council of Mayors**

cc: *Hon Scott Morrison MP, Prime Minister*  
*Hon Dr John McVeigh, Member for Groom*  
*Hon David Littleproud MP, member for Maranoa*

**COUNCILLOR REQUEST FOR AN AGENDA REPORT**

**Meeting:** General 26 June 2019

**Date:** 20 June 2019

**Item Number:** 16.3

**File Number:** D19/52190

**SUBJECT HEADING:** 2020 Queensland Training Awards

**Classification:** Open Access

**Councillor's Title:** Cr Cameron O'Neil

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**Executive Summary:**

Notification from the Queensland Government that the 2020 Queensland Training Awards for the Darling Downs South West finalists will be held in Roma.

**Councillor's Recommendation:**

That Council note the correspondence received.

---

**Details of Requested Agenda Report:**

I've attached welcomed advice received from the Queensland Government that the location selected for hosting the 2020 Queensland Training Awards for the Darling Downs South West finalists will be Roma, on Saturday 25 July 2020 - at the Roma Explorers Convention Centre.

**Supporting Documentation:**

[1](#) Confirmation Email - 2020 Queensland Training Awards D19/52253  
- Darling Downs South West

**Kelly Rogers**

---

**To:** Cameron O'Neil  
**Subject:** RE: Queensland Training Awards 2020

**From:** Cameron O'Neil <cameron.oneil@maranoa.qld.gov.au>  
**Sent:** Wednesday, 19 June 2019 10:23 AM  
**To:** Kelly Rogers <Kelly.Rogers@maranoa.qld.gov.au>  
**Subject:** Fwd: Queensland Training Awards 2020

G'day Kel

Here is the email as discussed

Cheers

Cam

Cr Cameron O'Neil  
Economic Development & Advocacy, Facilities, Airports & Events  
LGAQ Policy Executive - South West  
Maranoa Regional Council  
ROMA OFFICE  
Cnr Bungil & Quintin Streets Roma QLD 4455  
Postal Address: P.O Box 42 MITCHELL QLD 4465  
P: 1300 007 662  
M: 0429 956 379 F: (07) 4624 6990

Email: [Cameron.O'Neil@maranoa.qld.gov.au](mailto:Cameron.O'Neil@maranoa.qld.gov.au)

Web: [www.maranoa.qld.gov.au](http://www.maranoa.qld.gov.au)

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**From:** Jo-Ann BASS <Jo-Ann.BASS@desbt.qld.gov.au>

**Sent:** Wednesday, June 19, 2019 10:05 am

**To:** Cameron O'Neil

**Subject:** Queensland Training Awards 2020

Dear Cameron

Please be advised that the Minister has made a decision for the location of the 2020 Queensland Training Awards, Darling Downs South West finals are to be held in Roma.

The confirmed date is the Saturday 25<sup>th</sup> July 2020 at Roma Explorers Convention Centre.

If you require any further details at this point please let me know.



Kindest Regards,  
Jo-Ann Bass  
Senior Field Officer

Queensland  
Training  
AWARDS

Regional  
Coordinator

Darling Downs South West Region/Training & Skills  
Department of Employment, Small Business and Training

P 07 4616 7665 M 0408 068 085

Ejo-ann.bass@desbt.qld.gov.au W desbt.qld.gov.au

NOTE MY EMAIL ADDRESS HAS CHANGED – PLEASE UPDATE YOUR RECORDS

Level 1 James Cook Building, Cnr Ruthven & Herries Streets, Toowoomba  
PO BOX 234 Toowoomba Q 4350

[www.facebook.com/skillsforqld](http://www.facebook.com/skillsforqld)

	<p><b>Darling Downs South West Regional Awards Night</b> <b>Friday 26<sup>th</sup> July at the Gatton Shire Hall</b></p>
<p><b>Thank you to our 2019 valued sponsors</b></p>	
<p>Apprentice of the Year – Construction Skills Queensland Trainee of the Year – BUSY at Work  Vocational Student - SDIEA School-based Apprentice or Trainee – DGT Aboriginal or Torres Strait Islander Student –  Golden West Apprenticeships Equity VET Student – SkillCentred Queensland VET Teacher or Trainer –  Toowoomba Regional Council Community Training Initiative – Broadspectrum Training Services  Large Employer – TAFE Queensland Medium Employer – MEGT Australia Small Employer – Jobs Queensland  Employer Prize Sponsor – Fully Promoted Toowoomba Student Prize Sponsor – Hip Pocket Workwear &amp; Safety  Dinner sponsor – Axial Training Event Sponsor – Lockyer Valley Regional Council</p>	

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